

**Charleston County School District
 Request for Proposals**

Solicitation Number: P2008

Description: Provide and Install Digital Video Distribution Systems for Charleston County School District

Date: August 5, 2019

SUBMIT OFFER BY: August 29, 2019 BY 2:00 PM ET

QUESTIONS MUST BE RECEIVED BY: August 12, 2019 by 2:00 PM ET

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original Copy, Four (4) Hard Copies and One (1) USB Flash Drive (See page 2 for details)

PROCUREMENT OFFICIAL CONTACT:

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

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

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

You must submit a signed copy of this form with your offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the Opening date.

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

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above. The award will be posted by 09/30/19. The award, this solicitation, and any amendments will be posted at the following website URL: https://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office/supplies_and_services_solicitations

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

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

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

Small Women Minority Business Enterprise (Please Check appropriate boxes)

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

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

Request for Proposal #P2008
Provide and Install Digital Video Distribution Systems for Charleston County School District

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

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

NUMBER OF COPIES TO BE SUBMITTED: When submitting your proposal provide, one (1) Original hard copy, four(4) hard copies of original, one (1) flash drive electronic copy with original and redacted document. The redacted document will be used for FOIA purposes. The redacted document should not disclose any confidential or company trade secrets & etc.

Solicitation Table of Contents

- 1.0 SCHEDULE OF ACTIVITIES
- 2.0 SCOPE OF SOLICITATION
- 3.0 INSTRUCTIONS TO OFFERORS
 - A. General Instructions
 - B. Special Instructions
- 4.0 TERMS AND CONDITIONS
 - A. General
 - B. Special
- 5.0 QUALIFICATIONS
- 6.0 BASIS OF AWARD
- 7.0 SCOPE OF WORK / SPECIFICATIONS
- 8.0 INFORMATION FOR OFFERORS TO SUBMIT
- 9.0 BIDDING SCHEDULE / COST PROPOSAL
- 10.0 ATTACHMENTS TO SOLICITATION

1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Request for Proposal (RFP)	August 5, 2019
2. Non-mandatory Pre-proposal conference	None
3. Dead line for receiving Offeror’s questions	August 12, 2019, by 2:00 PM
4. PROPOSAL SUBMISSION DEADLINE & PUBLIC OPENNING Procurement Services 3999 Bridge View Drive North Charleston, SC 29405	August 29, 2019 BY 2:00 PM
5. Evaluation Committee Review (estimate)	September 2019
6. Selection Complete (estimate)	September 2019
7. CCSD Board Update (estimate)	September 2019
8. Contract Award (estimate)	September 2019

2.0 SCOPE OF SOLICITATION

Charleston County School District is a large urban-suburban public school system consisting of over 49,000 students attending approximately 85 schools. Use of the resulting contract will be extended to an additional 13 sites such as Charter and Partnership sites associated with Charleston County School District

Charleston County School District (CCSD) consists of approximately 85 schools, which operates from one (1) District

Office, one (1) Operations Center and six (6) Constituent District Offices. CCSD covers the public schools in Charleston County, South Carolina. Geographically, Charleston County stretches along the Atlantic Ocean, from McClellanville, SC to Edisto Island, SC which is approximately 100 miles and covering 919 square miles.

CCSD Information Technology Department provides students and teachers with a wide variety of technology for learning and teaching. Students have access to well equip computer labs, carefully selected instructional software, e-mail, filtered internet access, and many other technology tools. Charleston County has one of the best ratios of computers for students in the state.

MAXIMUM CONTRACT PERIOD – **Estimated** September 30, 2019 through September 29, 2024 Five years (One year with the option to renew annually) Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled “Term of Contract – Effective Date/Initial Contract Period.”

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

3.0 INSTRUCTIONS TO OFFERORS

A. General Instructions

AMENDMENTS TO SOLICITATION (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: https://www.ccsdschools.com/divisions/finance/contracts_and_procurement_office/supplies_and_services_solicitations (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION Notice regarding the District’s intent to award a contract will be posted at the location specified on the Cover Page (page 1) and page 2. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

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

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

BID FORMS Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm’s name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid

and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that

(i) Offeror and/or any of its Principals:

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.

(2) “Principals.” For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

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

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

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

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

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."

10. **Offeror** - means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”
11. **Page two** – means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation
15. **You And Your** - means Offeror.

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

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

ENTERING INTO CONTRACT The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District’s General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the proposal. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District’s Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District’s Procurement Code, this solicitation and other District policy.

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

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

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

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

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

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

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

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices

significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation,, **You agree not to discuss this procurement activity in any way with any District employees, its agents or officials.** All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) **Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to a award.**

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words “by its Partner,” and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.

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

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

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to,

documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked “TRADE SECRET” or “CONFIDENTIAL” or “PROTECTED”, (2) agrees that any information not marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror’s marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “PROTECTED”. By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

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

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

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

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

B. Special Instructions

1. **Non-mandatory Pre-Bid Conference**: No Pre-Bid Conference or Site Visit is scheduled.
2. **BOARD APPROVAL REQUIRED**: Any award is subject to prior approval by the Charleston County School District Board of Trustees.
3. **DISCUSSION WITH BIDDERS**: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official’s sole judgment, needing clarification must be accorded that opportunity.

4. OPENING PROPOSALS – PRICES NOT DIVULGED In competitive sealed proposals, names nor prices will not be divulged at opening.

5. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD.

4.0 TERMS AND CONDITIONS

A. General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

FORCE MAJEURE: The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contract capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by default of a sub vendor, and if such default arises out of causes beyond the control of both the vendor and sub vendor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub vendor were obtainable from other sources in sufficient time to permit the vendor to meet required delivery schedule.

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

INDEMNIFICATION

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

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

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

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

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

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

INSURANCE

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

Type of insurance

Workers Compensation, Applicable Federal and Employer's Liability

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

General Liability Insurance including completed operations and product liability coverages:

- | | |
|---|-------------|
| 1. General Aggregate
(Except Products – Completed Operations): | \$1,000,000 |
| 2. Products – Completed Operations Aggregate: | \$1,000,000 |
| 3. Personal and Advertising Injury
(Per person/organization): | \$1,000,000 |
| 4. Each Occurrence
(Bodily Injury and Property Damage): | \$1,000,000 |
| 5. Fire Damage (Any one fire): | \$1,000,000 |
| 6. Medical Expense (Any one person): | \$1,000,000 |

7. Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.

8. Excess Liability (Umbrella Form)

- | | |
|-------------------------------------|-------------|
| | \$2,000,000 |
| a) General Aggregate: | |
| b) Each occurrence | \$1,000,000 |
| (bodily injury and property damage) | |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

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

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

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Special Terms and Conditions

Security

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

5.0 QUALIFICATIONS

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

The Contractor shall be from an established company providing similar solutions for a minimum of three (3) years.

QUALIFICATIONS -- REQUIRED INFORMATION

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

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) List of failed projects, suspensions, debarments, and significant litigation.
- (c) Disclosure of any credit holds during the past 24 months.
- (d) Your most current financial statement and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you should provide those statements.

6.0 BASIS OF AWARD

AWARD TO ONE OFFEROR Award will be made to one Offeror.

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

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

EVALUATION FACTORS – PROPOSALS (List in order of importance)

1. Cost - 40 Points

Lowest cost proposal is awarded full points while the other proposals are awarded points based on a weighted percentage of the lowest proposal.

2. System Proposed - 20 Points

System evaluation criteria points are based on ability of system to meet the School District's needs and requirements of this RFP.

3. Bidder - 20 Points

Bidder evaluation criteria points are based on similar project references, and years in business performing work similar in nature to the scope of this project.

References

Similarity of Past Projects

4. Installation Capability - 20 Points

Installation Capability is based on the number and qualifications of certified personnel, and the Bidder's proven capability to meet project deadlines (from information gathered from references). Distance to the District is a criterion that is considered on the warranty and maintenance phase of the project.

Total Possible Points = 100

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

7.0 SCOPE OF PROJECT/SPECIFICATIONS

A. GENERAL

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

PART 1 – GENERAL

1.1 GENERAL

- A. **Charleston County Schools** requires a digital video distribution system that will deliver live and stored video, morning announcements, digital signage, lecture capture, priority alerts, assessments, and reporting over the data network to all computers and mobile device

- B. All bids shall be based on the equipment as specified herein. The model numbers and designations are that of:

Discover Video LLC

101 North Plains Industrial Road

Wallingford, CT 06492

www.discovervideo.com

Phone: 203-980-6928

C. The following are approved manufacturers, in so long as they can meet the specific functionality requirements of the base bid. Being an “approved manufacturer” doesn’t allow for functionality deviation or not meeting base bid feature requirements.

1. Extron
2. Crestron Electronics
3. Dell Servers

D. Approved manufacturers or other systems must demonstrate the ability to match specified functionality in all aspects.

1.2 SCOPE OF WORK

A. **Installation:** Installing organization must ensure a completely functional and working system from the original video sources to the viewing destinations.

B. **Streaming Delivery:** System must be able to deliver Live Video, On Demand video, Digital Signage, Morning Announcements, TV Program Guide, Assessments of staff and student knowledge, Lecture Capture, Priority Alerts, Closed Captions and Reporting, over the Data / IP network to all computers and viewing devices including BYOD.

C. **Content Format:** System must deliver live video from standards-based video encoders and VOD servers

D. **IPTV Video Input:** System must accept HD input via HDMI from cable TV company or satellite TV company digital receivers for CATV distribution.

E. **Video Format:** Video format must be standards-based MPEG 4, H.264 with AAC audio

F. **Video Quality:** System must be capable of live encoding and on-demand delivery of stored video up to High Definition quality.

G. **Network Compatibility:** System must able to deliver video equally well over wired and wireless networks.

H. **Viewing Devices:** Video shall be displayed equally well on PC, MAC, Chromebook, IOS (phones and tablets) Android (phones and tablets), and Windows (phones and tablets).

1. Video shall be delivered via Unicast to all viewing devices to ensure distribution via wireless and to mobile devices
 2. No special players, applets, SDP files, wrappers or software shall be required for viewing video over unicast at these devices
 3. System shall allow for unlimited viewing licenses, for every teachers, student and parent viewing device.
- I. **VOD Throughput:** VOD throughput shall be at least 4 GB per second
1. Support for thousands of simultaneous streams (approximately 2,000 concurrent streams depending on other usage)
 2. Video shall be delivered via unicast through a browser window, and without special players or wrappers and enabled for both desktop devices and mobile devices.
 3. There shall be no limit on mobile viewing up to the total throughput of the solution, meaning thousands of streams can be viewed on mobile devices at the same time.
- J. **VOD Storage:** VOD storage shall be at least 6TB of raw storage, formatted for Raid 5, yielding 4TB of usable storage.
1. This stores approximately 18,000 hours of video at encode rate of 500 kbps
 2. This stores approximately 9,000 hours of video at encode rate of 1 Mbps
 3. This stores approximately 4,500 hours of video at encode rate of 2 Mbps
 4. Storage can be added in 2 TB increments, for a total of 28 TB of storage.
- K. **Fault Tolerance:** VOD shall have solid state drives for the operating system and dual power supplies for fault tolerance, in addition to RAID 5 for Video storage.
- L. **TEACH Act Compliance:** System shall abide by TEACH act standards of fair use for content distribution.
1. System shall be capable of limiting number of simultaneous views for a given video asset
 2. System shall be capable of setting expiration date for a given video asset
 3. System should be capable of limiting access of content for particular user(s)
 4. System shall allow the administrator to bookmark beginning and end of a snippet from a video asset
- M. **Directory Services:** System shall integrate with Active Directory.
1. System must be able to support more than one Active Directory

2. System must be able to combine inputs from Active Directory and a separate data base for guest users.
 3. System must be able to create separate “Security Groups” that encompass individuals and groups from within the Active Directory and the independent database. For example, an “AP History” course might have students from the Active Directory and a guest student from an external database. The system must be able to combine these users into a separate group that has necessary access to assets for the “AP History” class
- N. **Scalability:** Solution shall include clustering capability for up to 100 individual systems.
- O. **Internet Delivery:** Solution shall distribute video to users over the internet without any special transcoding, boxes or other plugins.
- P. **QR Code Asset Access:** System shall support QR codes for every video asset.
- Q. **Embed Codes:** System shall support embed codes for every video asset to work with customers Learning Management Systems (LMS) such as Moodle, Blackboard, and others.
- R. **Transcoding:** System shall support file transcoding for stored video assets. Meaning any authorized user can upload whatever file type they want and the solution will automatically transcode that file to H.264, without the need for an additional license.
- S. **Podcasting:** System shall support Podcasting of video assets
- T. **Bit Rates:** System shall multiple bitrates and resolutions to allow for a variety of streaming delivery profiles that can be tailored for the end user’s viewing device
- U. **Facebook Streaming:** System shall support direct streaming to Facebook for social occasions such as graduations.
- V. **YouTube Streaming:** System shall support direct streaming to YouTube for social occasions such as graduations.
- W. **Closed Captions:** System shall support insertion of Closed Captions for live and On-demand content.
1. Captions can be typed in directly with no special requirements, or spoken into the video with the use of third party speech to text software.
 2. A .vtt file can be easily uploaded to an associated asset

3. Captions shall be searchable by authorized viewers to jump directly to the appropriate place in the video.

X. **Streaming Formats:** System shall support streaming live via Flash, HTML 5 and HLS to appropriate viewing devices.

1.3 SYSTEM FUNCTIONALITY

A. **System Access:** Users, Administrators, and Guest, shall log into the system using their Active Directory login and password, or assigned login and password.

B. **User Interface:** All Users shall be presented with an intuitive You Tube like system interface.

C. **Content Viewing:** All users shall:

1. Be able to view live video and stored video assets simply by clicking on pictures of those videos.
2. Be able to access documents, homework, video clips, or other assets uploaded to the solution by clicking on pictures or links.
3. Be able to view live and stored video over the wired or wireless network or the public internet, including viewing from home or other remote locations.
4. Be able to access content from virtually any device, including PC, MAC, Chromebook, along with complete support for BYOD, including all tablets and phones from IOS, Android, and Windows.
5. Be able to watch live and stored video full screen and in a smaller viewing window
6. Be able to control stored video with common functions such as FF, RW, Play, Pause, and Stop.
7. Be able to view and answer questions embedded into the video asset.

D. **Searching:** Users shall be able to search for all assets via Date, Keywords, Author, and Tags.

E. **Accessibility:** System shall support an unlimited number of users and admins

F. **Assessments:** Teachers or authorized users shall be allowed to create and place questions in videos, known as “In Line Testing.”

1. Tests or questions can be applied to any stored video asset, including video recorded from cable TV, video imported or linked from YouTube, and Video encoded from VHS or DVD titles.
2. Teachers can place in as many questions as they desire
3. Questions can be multiple choice or paragraph style
4. Questions can come at designated time in the videos and at the end of the videos
5. Teachers can determine if the answers to the questions must be correct before the video resumes
6. Teachers can determine how long the student has to answer any question
7. Teachers determine the content of the questions, as well as the answers
8. Content stops playing, questions appear, content continues when questions go away
9. In line testing is presented to the viewer regardless of viewing device, and works with PC, MAC, Chromebook, cell phones and tablets (IOS, Android, and Windows phones and tablets)

G. Competency Grading and Reporting: The solution shall automatically grade every multiple-choice question and present detailed reporting.

1. System reports for content accessed, duration and from destination IP address
2. System reports shall automatically grade a user's multiple-choice answers and present a composite score such as "5 correct answers, 5 incorrect answers, 50% score"
3. Correct and incorrect answers shall be color coded for easily determining what a student answered correct or incorrect.
4. Ability for teachers or administrators to further drill down and determine the exact answer for every single question, to see exactly how individual students answered questions.
5. Ability for authorized users such as teachers or administrators to search via individual users or via media.
 - a. Example: List every asset watched by John Doe, as well as accompanying test score on that asset.
 - b. Search via ABC title and see every person who watched that asset.
6. Ability to export all grading information as a CSV file for import into third party grading systems.

H. YouTube Linking: System shall allow authorized users to import or link YouTube videos.

I. Video Upload: Ability to import videos by browsing and selecting upload, or linking to Drop Box, linking to Google Drive, or user's own YouTube channel.

- J. **File Conversion:** Solution shall support automatic file conversion (transcoding), allowing teachers to upload the most common file formats (WMV, QT, Real, MOV, DOB, etc.) and the solution will automatically transcode those files to MPEG-4-H.264.
- K. **Embed Codes:** The system shall provide authorized users with Embed Code for individual assets and entire landing pages (such as channels) that can be used to link with other system such as a web page or Learning Management System (LMS).
- L. **Channel Guide:** The system shall support a channel/viewing guide very similar to home TV/DVR viewing.
1. Channel Guide shall support a minimum of 20 channels
 2. Channel guide shall show all information for channels for seven days total (current day and 6 days forward looking)
 3. Channel guide shall be available as a subscription service
 4. Channel guide shall support recording of content by authorized users
 5. Channel guide shall have support logic for allowing multiple recordings for the same program.
 - a. Example – If five authorized users decide to record the same show, the VOD server is intelligent enough to only make a single recording for saving disk space, yet place links to that video file in the proper user’s personal VOD selection. Allowing each user to believe they have their own video file.
- M. **Recording Capacity:** Solution shall have the ability to record 50 simultaneous cable TV streams.
- N. **Customization:** Solution shall have the ability to support unlimited landing pages, each customized for their owner’s content with unique pictures and titles for customized landing pages.
1. Every teacher can have their own landing page
 2. Every sports team, club, school, grade, class, etc. can have its own landing page.
- O. **Digital Signs:** Solution must be fully capable of creating and delivering digital signs to computers and SignStick players.
1. Solution must include capability for originating and delivering up to 1,000 unique digital signs
 2. Solution shall support multiple digital signage templates

3. Solution shall support changing and mixing templates
4. Solutions shall support rich media sign formats for:
 - a. Live video
 - b. Stored video
 - c. Video playlists
 - d. Images (lunch menus)
etc.
 - e. PowerPoint
 - f. Logos
 - g. Banners
 - h. Time and Date
 - i. Weather
 - j. RSS feeds / automatic
update of breaking
news
 - k. Emergency Messages
 - l. Google Slides

- P. **Emergency Alerts:** System shall support the delivery of Emergency (Priority) Alerts that display across Windows and MAC based computers, as well as Smart TVs and Digital Signs.
1. Emergency Alerts shall be available in different forms including Text, Web Page, Live Video, and Stored Video.
 2. Emergency Alerts shall be launched from any computer location provided proper authorization.
- Q. **Zones:** Solution shall allow for unlimited number of Zones for Emergency Alerts and Digital Signage.
1. System shall support layered zones; the ability to create zones within other Zones. For example, High School / Ground Floor / Lunchroom - represents three distinct zones, where Lunch Room is a subset of High School and Ground Floor.
 2. System shall support the ability to cluster PCs, Macs and Digital Signs into Zones
- R. **Landing Pages:** Solution shall allow for unlimited landing pages, each with its own unique branding of picture and title.
1. Example: Every school, department, teacher, and even sports club or extra-curricular activity can have its own landing page.
 2. System shall support Access to landing pages determined by login and password.
- S. **Administrators:** Solution shall allow for an unlimited number of administrators with each being granted user-level permissions, as well as the ability to:
- a. Create channels
 - b. Upload content
 - c. Edit content
 - d. Create digital signs
 - e. Create live channels
- T. **Scheduling:** The system shall support full event scheduling for live and stored assets
- U. **BYOD:** Solution shall deliver live and stored content without limits to BYOD devices.
1. BYOD device includes all personal phones, tablets, and computers, in the school or at home via the public internet.
 2. No extra licensing shall be required for BYOD devices. The system shall be equipped with an unlimited amount of licenses for an unlimited amount of time for devices capable of viewing common video such as You Tube.

- V. **Lecture Capture** : System shall support automated (user scheduled) capture, recording and live streaming of up to 4 simultaneous audio/video feeds. System shall provide the ability to view all captured content in a single viewer window within a web page with the ability to resize and move content per individual viewing needs.
- W. **Content Creation**: System shall support the creation of content on a per-user basis:
1. Content creation software shall be able to capture and mix two independent audio/video sources. Examples of independent sources include, but are not limited to:
 - a. Web cameras
 - b. External cameras
 - c. Document cameras
 - d. Desktop content (entire and region)
 2. Content creation application shall operate from any PC or MAC using a software application and not requiring an external hardware device.
 3. Content creation shall support synchronization of 2 streams together to form a single viewable stream
 4. Content creation shall produce a standards-based MPEG 4 live stream or file
 5. All created content shall be viewable by virtually any device including PC, MAC, Chromebook, IOS phones and tablets, Windows phones and tablets, Android phones and tablets, Roku Streaming boxes and Samsung Smart TVs.
 6. The system shall support a concurrent license model such that a user can access a license from the server to activate and use the software.
 7. Content creation shall support independent recording and streaming as well as pausing of live recordings. When the recording pause is turned-off, the software shall automatically stitch together the recorded segments into a seamless recording
 8. Content creation software shall support multi bit rate streaming
 9. Content creation software shall support 12 pre-configured display templates
 10. Content creation software shall support a preview window
 11. Content creation software shall allow for application to be minimized during recording/streaming session
 12. All assets created with content creation software shall be immediately viewable after recording.

1.4 MAINTENANCE AND CUSTOMER SUPPORT

- A. A maintenance contract must be provided on the entire solution
- B. Maintenance must be available to be purchased for up to five years after installation is completed
- C. Maintenance contracts are to be completely up to the owner after the initial year, and must not be required by the manufacturer or solution provider.
- D. The solution must deliver video natively to devices, allowing the solution to work entirely on its own without further upgrades or patch releases to any device, even if viewing devices are upgraded in operating systems.

- E. Maintenance must include bug fixes and product upgrades, including major and minor upgrades.
- F. Customer support must include technical support and user inquiries on system operation
- G. Service must be available via the web and via a phone call to a live person via a published tech support phone number.

1.5 SOLUTION CONFIGURATIONS

- A. **Primary System for live and on-demand content access:** Solution must offer a primary system controller capable of live and on-demand access through an intuitive UI (User Interface) that can support an entire school district.

Basis of design is DEVOS platform: **DEVOS Rack 16 H or Virtual Software**

- B. **Cable TV (CATV) distribution:** Solution must provide an unlimited number of channels of High Definition Cable TV encoding and meet all minimum requirements of Live TV distribution outlined above, including encoding in MPEG 4/H.264 streaming format with AAC audio and accepting HDMI inputs and passing HDCP content protection.

- Basis of design is **StreamEngine Encoder**
- Available in configurations of 4 or 8 concurrent streaming channels. (StreamEngine 4, StreamEngine 8)
- For additional individual Channels (ie: 9th channel) use a Mantis or Spider encoder
 - Mantis is a single channel encoder with support for HDMI, SDI, Component, Composite, DVI
 - Spider is a four-channel encoder with support of an HDMI input only but also provides multiple output formats (ie: quad-view)

- C. **Channel Guide for CATV distribution:** Solution must offer a channel guide with preview features to show what is playing days in advance, and supports advanced recording and intelligent recording for multiple individuals or groups, as described above.

Basis of design is the **Channel Guide:**

- Available in 10 channel configuration with additional channels to be added individually
- Subscription-based, must be renewed each year

- D. **Content Creation/Streaming:** System must offer an easy to use software application that leverages a concurrent license model and is supported on Mac, Windows and iOS platforms.

Basis of Design is **Streamsie Software:**

- Available in individual concurrent user licenses
- Tiered pricing levels
- Alternative is DV hardware platform loaded with Streamsie software (Spirit or Rover)

- E. **Digital Signage:** System must be capable of displaying content from the primary live/on-demand system without any special software license.

Basis of Design is the **SignStick:**

- Available as a stand-alone decoder capable of receiving digital signs
- Must support HDMI output
- Must support both wired and wireless connectivity

- F. **Live Event Streaming:** System must offer a stand-alone encoder that can be used to stream the output from a switcher/mixing board.

Basis of Design is **Mantis or Spirit3 Encoder:**

- Mantis is a single channel encoder with support for HDMI, SDI, Component, Composite, DVI
- Spirit-3 a dual channel encoder with StreamsiePro software

- G. **Lecture/Skills Capture:** System must offer a solution for capturing/streaming up to 4 A/V sources simultaneously.

Basis of Design is **Mantis or Spider Encoder:**

- Mantis is a single channel encoder with support for HDMI, SDI, Component, Composite, DVI
- Spider is a four-channel encoder with support of an HDMI input only but also provides multiple output formats (ie: quad-view)

- H. **Lecture Capture / Content Creation via Hardware:** (up to four sources simultaneously)
1. Lecture Capture / Content Creation must be able to stream up to four sources full motion, and allow all four sources to be viewed on the screen at the same time.

2. The viewer must be able to control each of the four sources independently however they desire, such as moving and enlarging each individual source.
3. The system must be able to record all four sources in such a way to allow any On Demand viewer to also control the sources however they want in respect to moving or enlarging any of the sources.
4. Recording for mobile applications much provide for up to five individual recordings to allow full access from a mobile device. Those five recordings including
 - a. First source content full screen
 - b. Second source content full screen
 - c. Third source content full screen
 - d. Fourth source content full screen
 - e. All four sources content in Hollywood squares.

Basis of design is Mantis or Spider Encoder

- Main live and on-demand platform must Include Multi Player software for organizing and displaying four individually manipulated videos.
- I. **Maintenance:** Solution must provide from 1 to 5 years of maintenance (owner selects maintenance contract between 1 and 5 years). Service and maintenance is not hardware warranty. Hardware warranty is determined by individual components.

Basis of Design is Discover Video Maintenance full maintenance agreement for 1,2,3,4 or 5 years.

1. Service to include all technical support and teacher or staff “How to” types of questions
2. Service to be available via web and via a live person reachable by a published phone number.

INVOICE

An itemized invoice copy must be provided to the end user clearly indicating all the associated charges related to the deliveries before submission to the Accounts Payable Department for processing.

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

8.0 INFORMATION FOR OFFERORS TO SUBMIT

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

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

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

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

1. Official Proposal Form
 - 1.1 Enclose the Official Proposal Form, which must be completed and signed by a company officer with the authority to contract for services. This form is the first two pages of the Request for Proposals solicitation document.
2. Executive Overview
 - 2.1 Your offer should include a summary of the proposed solution that reflects your understanding of both the district's needs and how your solution will satisfy those needs. Please explain your overall approach to the management of this effort, including a brief discussion of the total organization
3. Offeror Capabilities
 - 3.1 Comprehensive description of the firm's experience in supplying the services required by this Request for Proposals, preferably with a school district setting.
4. Offeror Project Manager and Project Personnel
 - 4.1 Resumes or Business Experience Summary of Project Manager, Project Staff and other parties who will provide services for the project.
5. Response to Scope of Work Requirements
 - 5.1 Discussion of or response to the requirements of the Scope of Work.
 - 5.2 Statement of the responsibilities of the vendor and the District.
 - 5.3 Submit completed functional requirements spreadsheet and all other attachments requesting completion.
6. Other Information
 - 6.1 Statement of any litigation to which the Offeror has been a party in the last twelve months.
 - 6.2 Statement of any exceptions proposed to the requirement of this Request for Proposals or the Terms and Conditions of the contract.
7. Statement of additional or optional services which are not requested in this Request for Proposal; that are offered for the benefit of the District.
 - 7.1 Pricing for additional and optional services is to be included in the Price Proposal. Additional services must follow the general scope of the project. Limited additional pages to one page each service.

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

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

9.0 PRICE PROPOSAL

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

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

The district understands that technology is constantly evolving. Any product substitutions whether initiated by vendor or district must be discounted at the same or greater rate as products provided in bid responses.

Quantities indicated herein are estimated requirements based on one sample project. Charleston County School District does not obligate itself to purchase the full quantities shown. If the quantities are less than those indicated, then the prices quoted shall be allowed. Requirements may exceed the quantities shown.

Qty	Description	Material	Labor	Total
1	<p>3020-SVDE-S000-0000</p> <p>DEVOS Software - live and on-demand video portal, live streaming server and VoD streaming server that provides delivery of streaming video or desktops, iPhone/iPad, Android and other devices. The system also includes Priority Alert for emergency broadcasts, automatic set up of encoders, Digital Signage and conditional access. The DEVOS software requires a customer-provided server with Win2012 R2 or 2016., at least a quad core CPU, at least 8GB RAM, and at least 10 GB of storage (1 TB storage recommended). Performance depends on hardware and network. Mandatory remote (RDP) access required for installation. Installation charges apply and are sold separately. Includes one Streamsie Pro Encoder license and 5000 SMS messages for one year.</p>	\$ _____	\$ _____	\$ _____
1	<p>3020-SVDE-S000-00M1</p> <p>DEVOS Software Maintenance 1 Year - technical support service that provides software updates and new features. Includes: customer phone support in conjunction with Discover Video reseller partners during normal business hours. Web Support provides customers access to the latest product documentation & application notes, and allows for the submission of requests for support via the internet.</p>	\$ _____	\$ _____	\$ _____

32	1200-ENMT-H000-0000 MANTIS HD Encoder - Appliance H.264 encoder, single channel. Input HDMI, DVI, VGA, Component, SDI, or composite. Supports live streaming and recording. Integrates with Discover Video systems and services, and can also be used stand-alone. 1 year return- to-factory warranty.	\$ _____ <u>Unit Cost</u> \$ _____	\$ _____	\$ _____
2	3030-SVDE-HSMN-0000 StreamPump Mini, Small Appliance - Connects to DEVOS system to distribute live and VoD content to remote offices using stream replication and Intelligent Caching. StreamPump dramatically reduces the bandwidth needed to deliver content to remote office viewers. Designed for up to 100 remote viewers. 240 GB SSD cache storage. GigE network interface. Three year return to factory limited hardware warranty.	\$ _____ <u>Unit Cost</u> \$ _____	\$ _____	\$ _____
2	3030-SVDE-HSMN-00M1 StreamPump Mini Maintenance 1 Year - technical support service that provides software updates. Includes: customer phone support in conjunction with Discover Video reseller partners during normal business hours. Web Support provides customers access to the latest product documentation & application notes, and allows for the submission of requests for support via the internet. Does not extend hardware warranty	\$ _____ <u>Unit Cost</u> \$ _____	\$ _____	\$ _____

<p>1</p>	<p>3030-SVDE-HSRK-0000</p> <p>StreamPump Standard, Rack Mount Appliance -- Connects to DEVOS system to distribute live and VoD content to remote offices using stream replication and Intelligent Caching. StreamPump dramatically reduces the bandwidth needed to deliver content to remote office viewers. Designed for up to 1000 remote viewers. 1 TB Hard Drive cache storage. GigE network interface. Three year return to factory limited hardware warranty.</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>1</p>	<p>3030-SVDE-HSRK-00M1</p> <p>StreamPump Standard Maintenance 1 Year - technical support service that provides software updates. Includes: customer phone support in conjunction with Discover Video reseller partners during normal business hours. Web Support provides customers access to the latest product documentation & application notes, and allows for the submission of requests for support via the internet. Does not extend hardware warranty.</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>1</p>	<p>4200-PL00-HSTB-0000</p> <p>Set Top Box -- works with the Discover Video DEVOS system to provide easy user selection of desired live content, and also operates as a server-controlled decoder. Includes HDMI and Composite outputs for HD and SD monitors and projectors. Includes IR Remote Control and one year Return to Factory limited warranty.</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>

1	4002-PLSS-H000-0000 SignStick -- Digital Signage Player for DEVOS. Can store and play content from a DEVOS system via streaming and local files. Includes SignStick, USB to Ethernet adapter, Power Supply, and HDMI extender. Includes a one year return to factory limited warranty.	\$ _____	\$ _____	\$ _____
1	9131-SRIT-R001-0000 Implementation services. Discover Video professional services will work with the client to implement solution. May include full setup, active directory, channels, and other services that the client requires to fully implement the service or products. Price is per hour. Does not include travel and living or airfare (must be ordered separately) Travel Expenses will only be reimbursed as allowed by SC Law.	\$ _____	\$ _____	\$ _____
1	9111-SRIT-R001-0000 Installation and Training services. Hourly Rate. Does not include travel and living or airfare (must be ordered separately) Travel Expenses will only be reimbursed as allowed by SC Law.	\$ _____	\$ _____	\$ _____

GRAND TOTAL _____

FOR INFORMATION PURPOSES ONLY. NOT PART OF EVALUATION

Additional Item(s) Cost – Any additional items other than small miscellaneous items shall be charged at cost plus what percentage of mark-up.		Cost Plus	%
Labor – Additional Labor as Needed		Per Hour	\$

10.0 Attachments to Solicitation

- A. Minority Participation Affidavit**
- B. Offeror's Checklist**
- C. Questionnaire**
- D. No Bid Response**
- E. Questions for Proposal**

Attachment A

Minority Participation Affidavit

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

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

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

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

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

Attachment B

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES

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

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

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

Attachment C

QUESTIONNAIRE

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

1. SAFETY:

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

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

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

2. EXPERIENCE:

Years in business under present name: _____

Licenses currently valid in force: _____

3. REFERENCES

Provide three references from agencies you have performed similar services for in the past one (1) year.

Reference #1

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

Reference #2

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email: _____

Reference #3

Industry: _____

Organization: _____

Address: _____

Contact Name & Title: _____

Telephone #/email _____

Attachment D

CHARLESTON COUNTY SCHOOL DISTRICT
NO BID REPLY FORM

BID TITLE: P2008 Provide and Install Digital Video Distribution Systems for Charleston County School District

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

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

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

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

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

COMPANY NAME _____

SIGNED _____

Date: _____