

Request for Proposal

For

Web Based Communications Services

For The

Spartanburg County School District 3

Department of Information Technology

3535 Clifton Glendale Road

Spartanburg, South Carolina 29307

RFP # SPA3-2018-010

June 14, 2018

TABLE OF CONTENTS

INTRODUCTION 3

INVITATION 3

B. RIGHT OF NON-COMMITMENT OR REJECTION..... 4

C. PROPOSAL ACCEPTANCE PERIOD 4

EVALUATION CRITERIA 5

E-RATE ERROR! BOOKMARK NOT DEFINED.

GENERAL REQUIREMENTS/INFORMATION 5

SCOPE OF SERVICES REQUESTED 8

THE REQUEST 8

PROPOSAL FORMAT AND REQUIREMENTS 9

FIRM INFORMATION 10

UNDERSTANDING OF THE PROJECT 10

OFFEROR QUALIFICATIONS 10

TERMS AND CONDITIONS 11

EXCEPTIONS..... 11

ALTERNATIVES 11

ACKNOWLEDGEMENT.....12

Introduction

This document is a Request for Proposals; it is not an Invitation to Bid. In determination of the meaning of statements contained in this document, please carefully consider the meaning of the following words: must, shall, will, should, might, could, require, suggest, request, etc.

The Spartanburg County School District 3 (“the District” or “Spa3”) is herein soliciting sealed proposals for a Web Based Communications System.

It is the intent of the District to award a three-year Contract(s) featuring an option for voluntary extensions. The District encourages interested firms to offer proposals for any, each, or all of the categories of services listed above. The District will negotiate and award a contract(s) as it deems necessary.

The District has established a standard for Network Systems that utilizes Microsoft operating systems.

Spartanburg County School District 3 is a SC Public School District with 8 instructional locations with a total enrollment of approximately 2,900 + students. The District also has one ancillary location – Spartanburg County School District Office. Wide Area Network services and Internet Access are provided by the SC-DSIT network.

Invitation

- A. The District will receive sealed proposals delivered either via the U.S. Postal Service or courier/expedited service:

Spartanburg County School District 3
District Office
3535 Clifton Glendale Road
Spartanburg, SC 29307

The deadline for receipt of proposals is **Monday, July 9, 2018, 3:00 P.M.** From the time of receipt of this RFP until the awarding of the contracts, Offerors are hereby cautioned to **limit any communications with the District to the email account named below**. Any attempt to circumvent the RFP process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this RFP should be in writing **VIA EMAIL**, to **spa3rfp@spartanburg3.org**. The recipients of this email address include business and technology contacts at Spartanburg County School District 3.

Questions will be answered by issue of Addenda sent out to the entire list of potential Offerors that have requested a copy of the RFP from the District. Any interpretation, correction, or change of the RFP will be made by release of an ADDENDUM in this fashion. It

will be the responsibility of all respondents to contact the District, in writing at spa3rfp@spartanburg3.org prior to submitting a response to this RFP to ascertain whether Addenda have been issued.

- A. **Receipt of Proposals:** The deadline for receipt of proposals is **Monday, July 9, 2018, 3:00 P.M.** All responses will be opened at that time at the District Office – 3535 Clifton Glendale Road, Spartanburg, SC 29307. Only the names of the firms providing proposals will be read at this time. Any proposal received after the deadline date and time will be immediately disqualified. In the event the District Office is closed on the scheduled proposal opening date, the proposal opening date will be re-scheduled for the same time on the next business day the District Office will be open and proposals will be accepted until that time and date. The school information line is 864-279-6030.

Place the following on the outside of the mailing/delivery package: **Response to Spartanburg County School District Web Based Communications Services, RFP # SPA3-2018-010**. The Offeror must provide one signed original and three (3) copies of the proposal; therefore, FAX and/or email transmission of proposals will NOT be accepted.

- B. **Right of Non-Commitment or Rejection:** This solicitation does not commit the district to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the services. The district reserves the right to reject any or all proposals received, or to cancel in part, or in its entirety, this RFP if it is in the best interest of the district to do so. The District expects to award the Contract to the firm whose proposal is in the best interest of the district. No proposal may be withdrawn for a period of sixty (60) days after the date set for the opening of said proposal.
- C. **Proposal acceptance period:** Offerors shall hold their price firm and subject to acceptance by Spartanburg County School District 3 for a period of Ninety (**90**) **working days** from the date of the proposal opening, unless otherwise indicated in their proposal.
- D. **The RFP and its requirements:** will become binding on the Offeror awarded contract, unless Offeror takes formal exception to an item or items, as directed in the section, "Proposal Requirement.
- E. **The District reserves the right** to purchase systems and services through agreements resulting from this RFP, from State Contract, and/or any other sources without limitation.

Time Schedules

- RFP / Form 470 Posted **Thursday, June 14, 2018**
- Deadline for questions **Thursday, June 28, 2018 – 3:00 P.M.**
- Deadline for receipt of Proposals **Monday, July 9, 2018 – 3:00 P.M.**

Evaluation Criteria

Evaluation of all proposals will be based on the following criteria, listed in order of priority:

- A. Cost **35%**
- B. Offeror's experience and other qualifications **10%**
- C. Ability to meet the District's goals and requests as laid out in the RFP **35%**
- D. Completeness and format of response **10%**
- E. Quality of responses provided by references (the District will select those references to be contacted) **10%**

General Requirements/Information

- A. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof; seems to any vendor to restrict, or limit, the requirements in the solicitation to a single source, it shall be the responsibility of the interested vendor to notify the District in writing so as to be received five (5) days prior to the deadline for proposals. The solicitation may or may not change, but a review of such notification will be made prior to award.

Any actual or prospective Offeror, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to Mr. Kenny Blackwood, Superintendent, 3535 Clifton Glendale Road, Spartanburg, SC, 29307 within fifteen days of the date of issuance of the Invitation For Proposals or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual Offeror or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to Mr. Kenny Blackwood, Superintendent, 3535 Clifton Glendale Road, Spartanburg, SC, 29307, within fifteen days of the date of notification of award posting in accordance with Spartanburg County School District 3 Procurement Code and Regulations.

- B. The District reserves the right to reject any and all proposals, to waive any technicalities, to negotiate with one or more Offerors prior to awarding a contract, and to accept the proposal(s) which, in the District's opinion, seem(s) most advantageous to the District.

- C. Offeror will be required to submit Offeror's standard agreement with Offeror's proposal for review by District. The Offeror awarded a contract will be required to amend Offeror's standard agreement to include (1) this RFP and any Addenda, (2) Offeror's proposal, and (3) any approved amendments and changes as binding components of the contract. These documents will supersede any conflicting statement in Offeror's standard agreement. The terms and conditions agreed to as part of the final contract(s) will remain applicable during warranty and as long as the contract(s) is (are) in effect between Offeror and District.
- D. The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (a) this RFP; (b) exhibits and other documents to be developed in the future that shall become a part of the Agreement (c) the District-Offeror Agreement (d) the District issued purchase orders or acknowledgments; and then, (e) the Offeror response to the RFP.
- E. Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. By submission of this signed offer, the offeror agrees to subject itself to the jurisdiction and process of the courts of the state of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by any government unit.
- F. The general standard of care by which Offeror shall be measured is the same standard imposed by South Carolina law on a fiduciary in a fiduciary relationship. The standard of care Offeror shall assume includes a duty of loyalty to act in the District's best interests with respect to the subject matter of the contemplated engagement, and a duty of responsibility to act with utmost good faith and diligence with respect to the obligations of Offeror under the Agreement.
- G. The Offeror will certify a "drug-free workplace" as the term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, Chapter 107.
- H. Offeror may subcontract part of its responsibilities to related companies or other entities provided the District gives prior, written approval of the subcontractor and Offeror and such subcontractor meets the requirements of the District's confidentiality agreement. In the event that Offeror engages such a subcontractor, the acts and omissions of the subcontractor shall be deemed to be the acts and omissions of Offeror and references in this Agreement to the obligations of Offeror shall also be deemed to be references to subcontractor.
- I. No contract may be assigned, sublet or transferred without written approval of the District.

- J. Under no circumstances and with no exception will the District act as arbitrator between the contractor and any subcontractor.
- K. Offeror shall keep District Confidential Information secure and confidential. Offeror shall not directly or indirectly disclose, copy, distribute or allow access to any District Confidential Information; provided however, Offeror may disclose such information to persons performing services for Offeror related to the subject matter who require access to District Confidential Information in order to complete their responsibilities. In such event, Offeror shall continue to have a legal duty to protect such District Confidential Information. In addition, Offeror may disclose District Confidential information, if so required by law.
- L. The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- M. Offeror will be responsible for coordinating all activities and installation work with the District or the District's representative.
- N. Any contract entered into by the District resulting from this solicitation 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.
- O. Any contract entered into by the District resulting from this solicitation may be terminated by the District providing a sixty (60) day advance notice is given to the contractor.
 - 1. In the event the contract is terminated or cancelled upon request and for the convenience of the District without the required sixty (60) days advance notice, the District shall negotiate reasonable termination costs, if applicable.
 - 2. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing termination cost provision. The sixty (60) day advance notice requirement is waived and the default provisions of the solicitation shall apply.
 - 3. In case of default, the District reserves the right to purchase any or all items in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offer of the defaulting contractor shall be considered until the assessed charge has been satisfied.
- P. If any term or provision of any contract resulting from this RFP shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remainder of said

contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severed there from.

- Q. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract(s). All changes or amendments to the Contract(s) will be in the form of an Addendum to the Contract executed by agreement and acceptance of both parties.

Scope of Services Requested

The Request

The District is seeking proposals for a web based communications service for Spartanburg County School District 3; that offers a hierarchy of levels enabling each school to have its own private and public system online, as well as be part of the larger district community. The system should allow teachers the capability to quickly and easily put their class information online and it should provide a means for each (designated) school within the district to maintain a website on the Internet. The web hosting portion of the web based communication services might include storage, access, website administration tools for the creation and maintenance of the website, password-protected pages, interactive blogging, and other features that facilitate real-time interactive communication. The site should be compatible with all popular browsers, incorporating a responsive design and an intuitive management interface. A mobile app is preferred. It should include a location for Facebook, Twitter, Instagram feeds fixed on the main page. It should include the capability to port News items directly to Facebook, Twitter, Instagram, etc. ADA compliance is critical. Please be specific about how the product incorporates software to check for ADA compliance. Drag and drop editing features are important to the District. Please explain your ability to provide analytics about usage.

Optionally, please detail any ability your product might have to message through voice, text, or email. Does your solution make phone calls to parents, send emergency texts, and email reminders?

Please provide a hypothetical implementation schedule assuming winning notification of July 17, 2018. Include dates for training and conversion of existing sites. Take into consideration that the Media Specialist manage the school sites and do not return until August 13, 2018.

The District understands the features and benefits of Web Based Communications solutions vary widely in the K-12 Instruction & Administration market. Therefore, the district has chosen to release this Request for Proposal, rather than an Invitation to Bid in order to provide flexibility to Offerors and to encourage Offerors to provide comprehensive proposals as they see fit.

See Page 11 of this RFP for *Exceptions and Alternatives*.

The District Sites

Broome High School
Cannons Elementary School
Clifdale Elementary
Cowpens Elementary School
Cowpens Middle School
Middle School of Pacolet
Pacolet Elementary School
Administrative Offices
Daniel Morgan Technology Center

Additional information about the district may be found on the SC State Department of Education website at: <http://www.ed.sc.gov>. Any further information required in order to prepare a proposal must be submitted in writing **VIA EMAIL**, to **spa3rfp@spartanburg3.org**

Proposal Format and Requirements

Proposals must be made in the official name of the firm or individual in which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by person signing the proposal. Erasures, or use of typewriter correction fluid, may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

It is the intent of the District that the RFP Response (The Proposal) is presented in the format requested. It is the requirement of the District that the Offeror execute the acknowledgement statement at the end of this Section.

The Offeror may wish to consider using a cover letter to relay any other information deemed necessary by the Offeror.

All Offerors must provide at a minimum, the following information in the following order. **Any portion not included will be cause for possible elimination from the proposal process.** The information should be organized as indicated below. Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct

method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as non-responsive.

By submission of a proposal, you are guaranteeing that all goods meet the requirements of this RFP.

One signed original and three (3) copies of the proposal must be provided by the Offeror at the Delivery Point provided on Page 3 of the RFP.

Firm Information

- Firm Name
- Firm Address
- Contact information for the Officer of the Firm in charge of this Proposal
- Contact information for proposed account manager and lead engineer.
- Federal Taxpayer Identification Number
- Firm Profile

Understanding of the Project

- Provide a detailed description of all of the services proposed/to be provided.
- Provide a detailed description of the Offeror's plan for delivering all of the services proposed/to be provided, including a detailed description of the Offeror's plan for maintaining complete communications with the District throughout the process.

Offeror Qualifications

- Provide statements and documentation of the firm's experience in the areas of services requested in this RFP and proposed in response to the RFP.
- Any other information that would be helpful to the District.
- Offeror Client Base/References

The Offeror should have references for School District engagements performed within the past two years. The Offeror may list as many references as necessary. For each of the references, provide the following information:

- Client Name
- Client Location
- Contact name(s), telephone numbers, and email address(s)
- Inclusive dates of engagement
- Description of engagement

Terms and Conditions

Offeror shall include a copy of proposed agreement terms and conditions. Price quotes must include all costs. Final terms and conditions will be negotiated prior to contract award.

Exceptions

- In a section titled “Exceptions”, Offeror should point out services and features which cannot be provided and contract conditions which cannot be met.
- If Offeror fails to take exception to or object to any conditions of the RFP, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this RFP.

Alternatives

- In a section entitled “Alternatives”, Offeror may list services, features, or contract conditions, which in the Offeror’s opinion may be more favorable to the District than those set forth in this document.
- Such services and conditions will be taken into account in evaluating the proposal. This, however, does not relieve the Offeror from adhering to the specifications in the base proposal.

The ACKNOWLEDGEMENT form on the following page must be executed and included as a part of each response.

Acknowledgement Form

In submitting this proposal, we (Offeror) understand that Spartanburg County School District 3 will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.

We further acknowledge that the District has the right to verify any and all information submitted by the Offeror, to evaluate Offeror’s integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of the Spartanburg County School District 3.

FIRM NAME: _____

By: _____

Print Name: _____

Title: _____

Date: _____