

Jones County School System
Electronic Request for Proposals (“eRFP”)
Event Name: Website Development
eRFP (Event) Number: 18-09

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposals (“eRFP”) is being issued to establish a contract with a qualified supplier who will provide Website Development to the Jones County School System (hereinafter, “JCSS”) as further described in this eRFP.

JCSS is seeking to update and redesign its website to enhance the user experience, simplify content management, and provide better information and customer service to its students, parents, teachers and community while meeting high standards for design quality and visual appeal. The overall goal is to create a web experience that will transform the way our system conducts business as well as informs our customers over the internet.

JCSS seeks the assistance of a company that can accomplish most, if not all, of the functionality identified within this eRFP but has the flexibility of providing this functionality over time, if needed due to budgetary constraints. Technology tends to evolve rapidly and JCSS would prefer a company that has the capacity of integrating new additional features that may be available in the future. JCSS will enter into a professional service agreement with a qualified vendor to design and replace existing website (www.jones.k12.ga.us). The vendor should have k12 school experience and main focus in creating content management tools and database driven architecture while providing a user-friendly and intuitive site structure and interface that is both attractive, works on mobile devices and is ADA compliant.

This eRFP will be divided into two phases. Phase 1 will serve as an eRFQC. We will use this first phase to obtain a list of qualified contractors who we feel are responsible and responsive in providing the needs identified within this proposal. The second phase will be an interview phase and cost proposal phase. You must pass Phase 1 in order to move to Phase 2.

1.2. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), JCSS certifies the use of competitive sealed bidding will not be practicable or advantageous to JCSS in completing the acquisition described in this eRFP. Thus, competitive sealed proposals will be submitted in response to this eRFP. This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services (“DOAS”) and all suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified supplier to provide the goods and/or services outlined in this eRFP to JCSS. This eRFP process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers’ responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP

process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that JCSS will make a single award; however, please refer to Section 6.7 “Selection and Award” of this eRFP for information concerning JCSS’s actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events

The schedule of events set out herein represents JCSS’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, JCSS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on the Georgia Procurement Registry (“GPR”)	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	4/25/2018	5:00 p.m. ET
Bidders/Offerors’ Conference Location: NO PRE BID MEETING	NO PRE BID MEETING	See GPR
Responses to Written Questions	04/26/2018	5:00 p.m. ET
Proposals Due/Close Date and Time	4/30/2018	4:00 p.m. ET
eRFQc Evaluation Completed (on or about)	5/1/2018	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	5/3/2018	TBD
Proposal interviews and Cost Proposal	5/9 & 5/10/2018	TBD
Final Evaluation (on or about)	5/11/2018	N/A
Finalize Contract Terms	5/11/2018	N/A
Notice of Intent to Award* [NOIA] (on or about)	5/11/2018	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

*In the event the estimated value of the contract is less than \$100,000, the JCSS reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Buyer)

Carol Miller, GCPA
carolmiller@jones.k12.ga.us

1.6. Definition of Terms

Please review the following terms:

Supplier(s) – companies desiring to do business with the State of Georgia.

JCSS – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.

Any special terms or words which are not identified in this eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFP.

1.7. Contract Term

- 1.7.1** The Acknowledgement and Agreement form must be completed and returned with the proposal.
- 1.7.2** Supplier must be in full compliance with all applicable federal and state security and immigration laws including without limitation the Georgia Security and Immigration Compliance Act. Supplier is required to affirm Supplier's compliance by completing and returning the Georgia Security and Immigration Compliance Documents with the proposal.
- 1.7.3 Entirety of Contract--** All JCSS documents issued in conjunction with this solicitation including but not limited to the original solicitation, subsequent addenda, clarification and supplier questions/answers as well as all JCSS accepted documents submitted in response to the RFP, including any attachments and appendices are incorporated into the contract between JCSS and the Supplier and contain the entire agreement between the parties and supersedes all prior oral and written agreements and understandings between the parties with respect to the subject matter hereof. JCSS's award letter is expressly incorporated into the contract between the supplier and JCSS. If any language of the response submitted by the Supplier conflicts with language of the RF, the language of the RFP shall govern and control for all purposes, unless consented to and agreed to by JCSS in writing.
- 1.7.4** If the Supplier has additional terms and conditions, including but not limited to a Supplier drafted contract or purchase order, that is proposing, then the Supplier must disclose and submit those terms and conditions in writing for evaluation by JCSS with its initial RFP response. If the supplier objects to any term or condition in this solicitation, then any such objection shall be clearly indicated in writing. JCSS is not under any obligation to consider any terms or conditions proposed by the supplier that are not included with the supplier's initial response and not disclosed in the manner set forth in this paragraph. Further, unless expressly agreed to in writing by JCSS, then JCSS will not be bound by any terms and conditions in any supplier contract, packaging, service catalogue, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in additions to the terms and conditions contained in the JCSS solicitation, the JCSS purchase order related to this solicitation or contract. Submitting terms and conditions that are considered by JCSS to be in conflict with JCSS terms and conditions may deem a supplier non-responsive.
- 1.7.5 Choice of Law and Venue-** The laws of the State of Georgia shall govern this contract in all respects. Under no circumstances shall any terms or provision of this contract be governed by the Uniform Computer Information Transactions Act (UCITA), as that statute may be enacted in any state. Any lawsuit or other action based on claims arising from this contract shall be brought in a court of other forum of competent jurisdiction in Jones County, Georgia, with respect to any state action, and the Northern District of Georgia in Atlanta, Georgia, with respect to any federal action. Supplier agrees to pay for JCSS's costs, including any attorney's fees and expenses of litigation, incurred in any litigation should JCSS be a prevailing party. JCSS shall be considered to be a prevailing party if the supplier's lawsuit against JCSS is dismissed at any time for any reason, including a dismissal without prejudice, or if JCSS receives a jury verdict in its favor or an appellate decision in its favor.

The initial term of the contract(s) shall be from the date of award until the end of JCSS's current fiscal year. JCSS's fiscal year is from July 1st through June 30th. JCSS shall possess 2 one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of JCSS. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, JCSS may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit JCSS's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFP, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Restrictions on Communicating with Staff

From the issue date of this eRFP until the final award is announced (or the eRFP is officially cancelled), suppliers are not allowed to communicate for any reason with any JCSS staff except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. JCSS reserves the right to reject the response of any supplier violating this provision.

2.1.2. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon JCSS. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that JCSS may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

2.1.3. Attending Bidders/Offerors' Conference

There will not be a Bidders/Offerors' Conference for this solicitation.

2.1.4. JCSS's Right to Request Additional Information – Supplier's Responsibility

Prior to contract award, JCSS must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of JCSS, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, JCSS is unable to assure itself of the supplier's ability to perform, if awarded, JCSS has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFP.

2.1.7. Rejection of Proposals; JCSS's Right to Waive Immaterial Deviation

JCSS reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of JCSS. It is also within the right of JCSS to reject responses **that do not contain all elements and information requested in this eRFP**. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by JCSS on a case-by-case basis.

2.1.8. JCSS's Right to Amend and/or Cancel the eRFP

JCSS reserves the right to amend this eRFP. Any revisions must be made in writing prior to the eRFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. **THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** Suppliers are encouraged to frequently check the eRFP for additional information. Finally, JCSS reserves the right to cancel this eRFP at any time.

2.1.9. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 11 of *Jones County School System Procurement Manual*.

2.1.10. Costs for Preparing Responses

Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. JCSS will not provide reimbursement for such costs.

2.1.11. ADA Guidelines

JCSS adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to JCSS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. The State Purchasing Act requires bids and proposals to be available for public inspection, upon request, within one business day of JCSS's posting of the Notice of Intent to Award (or the Notice of Award in the event JCSS does not issue the Notice of Intent to Award). Audited financial statements not otherwise publicly available but required to be submitted as part of the supplier's response shall not be subject to public disclosure. JCSS is allowed to assess a reasonable charge to defray the cost of reproducing documents. A system employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though

information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., JCSS will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.13. Registered Lobbyists

By submitting a response to this eRFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.2. Submittal Instructions

Electronic submittals shall be entered into Vendor Registry.

Vendor Registry-Registration is free and enables the supplier to gain access to several local governments and local school systems. All registering companies must agree to the terms and conditions established by Vendor Registry. There are optional and premium services should you choose the purchase them. You can register at <https://vrapp.vendorregistry.com/Vendor/Register/Index/jones-county-school-system-ga-vendor-registration>. The electronic submissions will be through Vendor Registry.

TO BE SUBMITTED: (ELECTRONICALLY-INTO VENDOR REGISTRY:

Vendor should submit for initial phase:

- General company information
- Brochure for product that they are recommending
- At least 3 school references

2.2.1. eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in Vendor Registry and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This eRFP is being conducted through Vendor Registry, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each supplier interested in competing to win a contract award must complete and submit a response to this eRFP using Vendor Registry. Therefore, each supplier MUST carefully review the instructions and training information from the following link for an overview: <https://vendorregistry.com/index.php/vendors/>

2.2.2. Preparing a Response

As noted earlier, Vendor Registry allows the supplier to answer questions by entering text and numeric responses. In addition, the supplier may also provide information by uploading electronic files. When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that the JCSS can easily organize and navigate the supplier's response.
5. Use caution in creating electronic files to be uploaded. If JCSS is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. JCSS has the capability of viewing documents submitted in the following format: Microsoft Word or

WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event JCSS is unable to open an electronic file because JCSS does not have ready access to the software utilized by the supplier, the supplier's response may be considered incomplete and disqualified from further consideration.

2.2.3. Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the most competitive response has been provided.
2. Please confirm that all necessary files have been uploaded.

2.2.4. Help Desk Support

For technical questions related to the use of Vendor Registry, suppliers have access to phone support through the Customer Service Help Desk at 844-802-9202.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

3.1. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and JCSS (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish JCSS an insurance certificate listing JCSS as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the JCSS.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

	Bodily injury by accident - per employee	\$100,000;
	Bodily injury by disease - per employee	\$100,000;
	Bodily injury by disease – policy limit	\$500,000.
2)	Commercial General Liability Policy with the following minimum coverage:	
	Each Occurrence Limit	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	General Aggregate Limit	\$ 2,000,000
	Products/Completed Ops. Aggregate Limit	\$ 2,000,000
3)	Automobile Liability	
	Combined Single Limit	\$1,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to JCSS. Certificates of Insurance showing such coverage to be in force shall be filed with the JCSS prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the JCSS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide JCSS with one (1) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2 Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by JCSS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and JCSS; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is being made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal (Bid) Factors

JCSS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. JCSS will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet JCSS's needs as defined in this eRFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

The technical proposal will be evaluated in two phases. During the first phase, JCSS will be determining the responsiveness and how responsible each Supplier is to the needed defined within this proposal.

During the second phase, vendors will be demonstrating their product. The evaluation team will be utilizing a rubric to evaluate each vendor.

5. Cost Proposal

5.1. Cost Proposal

Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award” of this eRFP. By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the supplier’s unit price and extended price, the unit price shall govern;
4. In the event there is a discrepancy between (1) the supplier’s pricing as quoted on the eRFP’s provided cost worksheet and (2) the supplier’s pricing as quoted by the supplier in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

5.2. Cost Structure and Additional Instructions

JCSS’s intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, JCSS requires that each supplier’s cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier’s proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer”.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to JCSS based on a combination of technical and cost factors. Based on the results of the initial evaluation, JCSS may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria” of this eRFP. Once the evaluation process has been completed (and any negotiations JCSS desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with JCSS to resolve any exceptions to JCSS’s contract. JCSS will announce the results of the eRFP as described further in Section 6.9 “Public Award Announcement” of this eRFP.

6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2

2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing.

6.2. Evaluating Proposal Factors (Section 4)

If the supplier's proposal passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFP Proposal Factors" interview and demonstrations are scheduled to take place May 9 and 10, 2018.

At the interview and demonstration, each vendor will be provided 30 minutes to introduce and demonstrate their solution to the evaluation team. There will be 15 minutes for questions and answers. Vendors will be evaluated based upon their technical response according to the following rubric:

Criteria:	
Quality of Solution	30%
Certifications and Capabilities	15%
Prior Experience (with a similar scope)	15%

6.3. Evaluating Cost Proposal and Total Combined Score

At the conclusion of the interview portion, the vendor will hand the Issuing Officer a sealed envelope with the cost portion of the proposal. The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, JCSS reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

6.3.1. Cost Scoring

JCSS may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. Score will be 40% of the overall score for the vendor. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The supplier deemed to have the most competitive cost proposal overall, as determined by JCSS, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, JCSS may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question..

6.3.2. Total Score

The supplier's cost score will be combined with the supplier's technical score to determine the supplier's overall score (or "total combined score").

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	40 points
Quality of Solution	Is this the BEST solution for JCSS?	30 points
Certifications and Capabilities	Can this vendor supply JCSS with their needs?	15 points
Prior Experience	Working with School Systems	15 points
Total		100 points

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

6.6. Negotiations of Proposals and/or Cost Factors

JCSS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law. This section of the eRFP describes JCSS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6). Although this section addresses JCSS' right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), JCSS reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, JCSS URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

6.6.1. Overview of Negotiations

After the Evaluation Team has scored the suppliers' proposals, JCSS may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those suppliers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

JCSS reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

6.6.2. Negotiation Instructions

Listed below are the key action items related to negotiations.

- 1. Negotiation Invitation:** Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those suppliers identified by JCSS.

6.6.3. Competitive Range

If JCSS elects to negotiate pursuant to Section 6.6, JCSS may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the

competitive range, or (3) limit negotiations to the number of suppliers with whom JCSS may reasonably negotiate as defined below. In the event JCSS elects to limit negotiations to those suppliers identified within the competitive range, JCSS will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event JCSS determines the number of responsive and responsible suppliers is so great that JCSS cannot reasonably conduct negotiations (which determination shall be solely at JCSS' discretion and shall be conclusive), JCSS may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.

6.6.4. Negotiation Round Completion

As part of each round of negotiation, JCSS may or may not engage in verbal discussions with the suppliers. However, whether or not JCSS engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any supplier failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by JCSS.

6.7. Selection and Award

The responsive and responsible supplier receiving the highest Total Combined Score and with whom the JCSS is able to reach agreement as to contract terms will be selected for award.

6.8. Site Visits and Oral Presentations

JCSS will invite suppliers who are deemed responsible and responsive to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors".

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of JCSS's expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. **NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY JCSS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.**

The Notice of Award ("NOA") is JCSS's public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The contract that JCSS expects to award as a result of this eRFP will be based upon the eRFP, the successful supplier's final response as accepted by JCSS and the contract terms and conditions. The "successful supplier's final response as accepted by JCSS" shall mean: the final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by JCSS, except that no objection or amendment by the

supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless JCSS has explicitly accepted the supplier's objection or amendment in writing.

Please review JCSS's contract terms and conditions prior to submitting a response to this eRFP. Suppliers should plan on the contract terms and conditions contained in this eRFP being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the eRFP and the potential resulting contract.

Exception to Contract

By submitting a proposal, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with JCSS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. JCSS reserves the right to proceed to discussions with the next best ranked supplier.

JCSS reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by JCSS, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by JCSS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFP Attachments

The following documents make up this eRFP. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. JCSS eRFP (this document)
- B. Department of Audits Immigration and Security Form
- C. Acknowledgement of JCSS Standard Terms and Conditions
- D. Certifications Page
- E. General Company Information
- F. Product Brochure
- G. References: 3 k12 references