

Barrett J. Tolbert
Contracts and Procurement Director

Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive, Ste B250
North Charleston, SC 29405-7464
Telephone: 843.958.4750
Fax No. : 843.958.4758



REQUESTS FOR PROPOSALS NO. 4446-11K

BRANDING & WEBSITE DESIGN, DEVELOPMENT AND LAUNCH SERVICES FOR THE CHARLESTON COUNTY ECONOMIC DEVELOPMENT DEPARTMENT

PROJECT OVERVIEW (See Attachment A for details)
--

DATE:	Friday, January 14, 2011
SOLICITATION NUMBER:	RFP No. 4446-11K
DESCRIPTION OF WORK:	Branding & Website Design and Development for the Charleston County Economic Development Department
PRE-PROPOSAL CONFERENCE:	Non-Mandatory <u>Tuesday, February 1, 2011 at 2:00 p.m.</u> Charleston County Economic Development 4000 Faber Place Drive - Suite 140 North Charleston, SC 29405
DUE DATE FOR WRITTEN QUESTIONS:	<u>Thursday, February 10, 2011 at 5:00 p.m.</u> 843-958-4758 kbadger@charlestoncounty.org
DUE DATE/TIME:	<u>Thursday, February 24, 2011 at 3:00 p.m.</u>
LOCATION:	Procurement Department 4045 Bridge View Drive - Suite B250 North Charleston, SC 29405

This solicitation does not commit the County of Charleston to award a contract, to pay any cost incurred in the preparation of applications submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all or any part of proposals received as a result of this request, or to cancel in part or in its entirety this Request for Proposals if it is in the best interest of the County to do so. The County will be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
General Terms and Conditions	4
Attachment A: Special Instructions/Terms and Conditions	11
Attachment B: Scope of Work / Specifications	21
Attachment C: Sample Contract	46
Attachment D: Sample Forms	58
Insurance Requirements	
Labor and Material Bonds	
Performance Bonds	
I-312 Non-Resident Tax Payer	
Drug-free Workplace Certification	
Attachment E: Required Forms	71
Submittal Form(s)	
Subcontractor Data Form	
Compliance with Illegal Immigration Act	
Non-Collusion Oath	
Equal Employment Opportunity Certification	

REQUEST FOR PROPOSALS (RFP)
GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

There is no expressed or implied obligation for Charleston County (hereinafter “the County”) to reimburse Offerors for expenses incurred in preparing proposals in response to this request.

During the evaluation process, the County reserves the right, where it may serve the County’s best interest, to request additional information or clarification from Offerors or to allow corrections of errors or omissions.

The terms and conditions in this Request for Proposal (RFP) shall prevail unless otherwise modified by the County in an addendum to this RFP. The County reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions.

The County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the County and the Offeror selected.

2. SUBMISSION AND WITHDRAWAL OF PROPOSALS

Proposals are to be submitted in sealed envelopes, marked and addressed as directed in this RFP. Failure to do so may result in the premature opening of, or a failure to open, such proposals.

Sealed proposals shall be submitted to the Contracts and Procurement Department, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405 by the date and time as specified herein. Proposals transmitted by fax **will not** be accepted for consideration.

Offerors mailing proposals should allow sufficient time for mail delivery to ensure timely receipt of their proposal by the Procurement Department. Any proposal received after the scheduled date and time of opening, as specified herein, will be immediately disqualified in accordance with the Charleston County Procurement Ordinance and Regulations.

If erasures or other changes appear on the document, each erasure or change **must** be initialed by the person signing the proposal.

Proposals may be withdrawn by written request received from the submitting Offeror **prior** to the submittal deadline.

3. PREPARATION OF PROPOSAL

A. All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the Offeror’s proposal, or if the proposal fails to conform to the requirements of the RFP, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.

- B. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the County's internal use. The County reserves the right to reproduce proposals for internal use in the evaluation process.
- C. All proposals shall provide a straight forward, concise description of the Offeror's ability to satisfy the requirements of the RFP.
- D. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- E. If any proposal includes any comment(s) over and above the specific information requested in this RFP such comment(s) must be included as a separate appendix to such proposal.
- F. The Offeror is solely responsible for all costs and expenses associated with the preparation of their response and of any supplementary presentation (including any oral presentation) requested by the County.
- G. Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.
- H. Submittals shall be typewritten or computer generated. It shall include, but is not limited to, addresses of all firms which would participate in the proposed work. The type of organization of the Offeror whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.
- I. The County prefers a single, qualified company or entity to be responsible for providing the work (hereinafter "Work") described herein. Therefore, any one proposal submitted in response to this RFP by more than one business entity will be deemed to be a proposal for a joint venture between or among the companies so submitting unless the proposal clearly and unequivocally describes that only one Offeror proposes to act as principal and the other firms' contractual position is clearly defined. The firms submitting as a joint venture will be held jointly and severally responsible for the work in its entirety, and will not be permitted to limit their liability, individual or collective, to the County. This provision may be waived if a solution is agreed upon whereby the County will have a single source for contract complaints, problem resolution, and responsibility.

4. NON-COLLUSION OATH

Every proposal must be accompanied by a notarized affidavit of non-collusion, executed by the Offeror or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

5. COMPETITIVE PROCUREMENT

It is the intent and purpose of the County that this RFP permit competition. It shall be each Offeror's responsibility to advise the County if any language, provision, or other requirement, or

any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the County's Procurement Department no later than the deadline for receipt of written questions. Any such notification shall be reviewed by the County's Contracts and Procurement Director.

6. **ADDENDA/CHANGES**

Any additions, deletions, modifications, or changes made to this RFP shall be processed through the County's Contracts and Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP.

Requests for interpretation of this RFP and any other questions concerning the RFP shall be made in writing and addressed to the County's Contracts and Procurement Director, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405. **Questions may be transmitted by fax or emailed to kbadger@charlestoncounty.org, but it shall be the responsibility of the sender to confirm receipt by the County.**

These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the County's Contracts and Procurement Director. Any interpretation, correction or change of the Proposal Documents will be made by addendum. It is the Offeror's responsibility to monitor the Procurement website at www.charlestoncounty.org for any additional information, revisions, or addenda that may be posted. All such addenda shall become part of the RFP and each Offeror shall be bound by such addenda whether or not received by the Offeror.

7. **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP which is deemed privileged and confidential by the Offeror will also not be disclosed after the award. Such privileged and confidential information includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "**CONFIDENTIAL**" each specific part of their proposal which it considers to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "**EXEMPT FROM FREEDOM OF INFORMATION ACT**" each specific part of their proposal which they deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. *Do not mark the entire proposal as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the County pursuant to applicable law.* The County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act; for any information which is disclosed as a result of a Offeror's failure to visibly mark it as "**CONFIDENTIAL**"; and for any results of an independent verification of confidentiality necessitated by the marking of an entire proposal as confidential or exempt from disclosure.

8. OWNERSHIP OF DOCUMENTS

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the County pursuant to this RFP and including correspondence relating to this RFP) shall, upon delivery to the County, become the property of the County.

9. AWARD

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP.

10. NOTICE OF AWARD OF CONTRACT

The successful Offeror will be notified of acceptance of its Proposal by a written Notice of Award of contract. Successful Offeror shall not undertake any work, and the County will not be responsible for payment for any work whatsoever undertaken by the successful Offeror prior to issuance of the Notice to Proceed.

The successful Offeror shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within five (5) business days after issuance of the Notice of Award.

11. CONTRACT DOCUMENT

The successful Offeror shall be required to execute a formal contract within five (5) business days after issuance of a Notice of Award. Said Contract shall be virtually identical in substance and form to the Contract which is attached and marked Attachment C, Sample Contract. The only anticipated changes in Attachment C, Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Offeror, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the qualification opening. **Offerors should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions.** Because the signed contract will be substantively and substantially derived from Attachment C, Sample Contract, Offeror is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C, Sample Contract, before submitting a qualification. Again, Attachment C, Sample Contract, contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Offeror.

12. NOTICE TO PROCEED

A Notice to Proceed will be issued after the successful Offeror has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the County as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Offeror shall not deliver any equipment to the work site or commence work until the successful Offeror has received a written Notice to Proceed from the Contracts and Procurement Director.

13. OFFERORS' REPRESENTATIONS

Each Offeror by submitting a proposal represents that:

- A. The Offeror has read and understands this RFP (including all specifications and attachments) and that the proposal is made in accordance therewith.
- B. The Offeror has reviewed the RFP, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The proposal is based on the terms, materials, systems and equipment required by this RFP, without exception.
- D. The Offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful Offeror's best skill and attention.

14. DRUG-FREE WORKPLACE ACT

The successful Offeror shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all successful Offeror's executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

15. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Offeror shall provide to the Contracts and Procurement Director a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Attachment E, Required Forms.
- B. The successful Offeror shall not substitute other subcontractors without the written consent of the Contracts and Procurement Director.
- C. The successful Offeror shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Offeror. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Contracts and Procurement Director determines that any subcontractor is incompetent or undesirable, the director shall notify the successful Offeror accordingly, and the successful Offeror shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the County.
- F. It shall be the successful Offeror's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

16. INDEMNIFICATION

The County has defined this section in the Sample Contract under Section Twenty-Two.

17. TERMINATION FOR CONVENIENCE OF THE COUNTY OF CHARLESTON

The County has defined this section in the Sample Contract under Section Twenty-One.

18. OFFERORS' RESPONSIBILITY

Each Offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP.

The failure or omission of the Offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Offeror or to any contract resulting from this RFP.

19. CONDITIONS AFFECTING THE WORK

The successful Offeror shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the successful Offeror to do so will not relieve the Offeror from the responsibility for successfully performing the work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents or consultants prior to the submission of a proposal or the execution of any contract related thereto, unless such understandings or representations by the County are expressly stated in the Contract Documents.

20. MODIFICATION

The County has defined this section in the Sample Contract under Section Twenty.

21. DISCLAIMER OF LIABILITY

The County, or any of its agencies, will not hold harmless or indemnify any Offeror for any liability whatsoever except as may otherwise be specified in this RFP.

22. STATE AND LOCAL TAXES

Except as otherwise provided, Contract prices shall *include* all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDOR"). When and if County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

The successful Offeror shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by successful Offeror. If the

successful Offeror is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless successful Offeror furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The successful Offeror shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the successful Offeror's failure to pay any tax of any type due in connection with this Contract.

The successful Offeror shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

23. INSURANCE REQUIREMENTS

The successful Offeror, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Sample Forms) and previously incorporated by reference. The County shall not execute the Contract until the successful Offeror has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within five (5) business days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such Insurance Certificate(s) and Endorsement(s) shall constitute grounds for the County to revoke its Notice of Award, forfeit bid security, and award the Contract to another successful Offeror. The County may contact the successful Offeror's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Offeror's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Offeror shall also require any sub-contractors to carry the same coverages in the same amounts.

Faxed Insurance Certificate(s) and Endorsement(s) will be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

The County must be advised immediately of any changes in required coverages.

ATTACHMENT A

SPECIAL INSTRUCTIONS /TERMS AND CONDITIONS

SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS**1. GENERAL DESCRIPTION OF SERVICES**

The County is seeking proposals from firms established in the business of providing branding and website design, development and launch services.

For the complete Scope of Work, see Attachment B, Scope of Work/Specifications.

2. PRE-PROPOSAL CONFERENCE

A **non-mandatory** pre-proposal conference and site visit will be held at **Tuesday, February 1, 2011 at 2:00 p.m.** Interested parties shall meet at the Charleston County Economic Development office located at 4000 Faber Place Drive – Suite 140, North Charleston, SC 29405. In order to eliminate confusion, solicitation packages will not be distributed at the pre-proposal conference. All packages should be obtained prior to or after the conference.

3. WRITTEN QUESTIONS DEADLINE

The last date and time for submittal of written questions shall be no later than **Thursday, February 10, 2011 at 5:00 p.m.**

Offeror may ask procedural questions seeking clarification of the submittal process orally; however, substantive questions involving issues such as the scope of work, contract terms, etc., should be submitted in writing. Written questions should be mailed, e-mailed, faxed, or hand-delivered to the Procurement Department.

Substantive requests for information received prior to the deadline for questions may be responded to in writing by the County in the form of an addendum to this RFP. If an Offeror finds any inconsistency in this RFP, the Offeror should contact the County for resolution of the issue. Any clarification given may become an addendum.

4. PROPOSAL SUBMITTAL DEADLINE

Proposals must be submitted in a sealed envelope and addressed to:

Charleston County Procurement Department
4045 Bridge View Dr., Suite B250
North Charleston, SC 29405.

For the purpose of identification, the cover of each sealed envelope must contain the Offeror's complete name, address, the solicitation's number and name - "RFP No. 4446-11K, "Branding & Website Design and Development for the Charleston County Economic Development Department" and the RFP's opening date and time. Failure to do so may result in the premature opening of, or a failure to open, such proposal.

Proposals may be hand-delivered or mailed. If the proposal is sent by mail or commercial express service, the Offeror shall be responsible for actual delivery of the proposal to the Procurement Department before the deadline. All proposals become the property of the County.

Proposals are due no later than **Thursday, February 24, 2011 at 3:00 p.m.** (as indicated on the official clock in the Procurement Department), after which time the names of all respondents will be publicly identified. No other information will be disclosed at that time. Offerors are invited to attend the opening of this proposal at the time stated above.

5. **SELECTION PROCESS**

- A. Following the deadline for submittal of proposals, a selection committee will review, analyze and rank all Offerors based on their response to the information requested.
- B. The County reserves the right to finalize a Contract based on all factors involved in the written qualifications submittal without further discussion or interviews.
- C. The County may request oral presentations or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the proposal. However, Offerors are cautioned that this provision is not mandatory; therefore, all proposals, both cost and technical, should be complete and concise and reflect the most favorable terms available from the Offeror.

If the County determines that interviews are necessary to make the selection, they will be scheduled with the Offerors and held at the County offices at 4045 Bridge View Drive, North Charleston, SC 29405.

- D. If desired, the selection committee may shortlist the number of qualified firms. The County reserves the discretion to determine the number of firms that will be on the short list.
- E. The selection committee may conduct discussions with the firm(s) submitting responses regarding the contract and shall select from among them the firm(s) deemed most qualified to provide the required services. At the discretion of the County, the discussions with the firm(s) may consist of written questions and responses, and/or personal interviews with members of the firm(s). If personal interviews are required by the County, the persons proposed to be responsible for performing the work required herein shall attend the interview. If requested, firms should be prepared to submit financial status information, which shall be held in confidence.
- F. The County shall select the Offeror submitting the best overall proposal on terms which are considered to be fair and reasonable to the County.
- G. The County will begin negotiation with the highest ranked qualified firm. Should the County be unable to negotiate a satisfactory Contract with the firm considered to be most qualified, negotiations with that firm shall formally terminate. Negotiations will then proceed with the remaining ranked firms (in order of their qualifications ranking) in the same manner until a Contract is reached.
- H. The County of Charleston reserves the right to reject any or all offers, and to waive defects, technicalities and /or irregularities in any submittal.

6. **PROPOSAL SELECTION/EVALUATION FACTORS:**

The County will award a contract to the responsible Offeror whose proposal conforms to the requirements of the RFP and provides the most advantageous proposal (best value) to the County, price and other factors considered.

Representatives of the County will evaluate individual proposals. Any Offeror determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further.

A selection committee will evaluate each Offeror's proposal and rank each firm on the basis of the following criteria. The County reserves the right to request a limited number of firms to appear for oral interviews in order to further evaluate qualifications

(Note: these criteria are not necessarily listed in order of importance.)

- **Technical Approach**
 - Understanding of requirements
 - Quality, thoroughness and appropriateness of the proposed solution
 - Approach to standards issues
 - Quality of customer support, after sales service and technical assistance
 - Ability to meet project timelines
- **Management Approach**
 - Financial and technical viability
 - Project management
- **Past Relevant Experience**
 - Proven track record of key personnel in providing required services
 - Reference projects
- **Cost**

7. **SUBMITTAL REQUIREMENTS:**

Submittals must include one (1) original proposal, clearly marked "Original", and eight (8), complete copies of the proposal. Technical and price proposals should be submitted together; however, the price proposal shall be in its own separate, sealed envelope, submitted with the original proposal. ***DO NOT*** send copies of the price proposal.

Offerors shall address all items as specified in this section. Failure to adhere to this format or to address all items specified may disqualify an Offeror from further consideration. Offerors are also encouraged to include any additional information they wish to be considered.

Submit proposals in the following format:

A. Title Page

Title page should show the RFP's number, title, the Offeror's name and the date of the proposal.

B. Table of Contents

Provide a Table of Contents to aid the evaluation of the proposal. Use of tabbed sections and page numbering for each of the indexed items is preferred.

C. Transmittal Letter

Proposal must include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement why the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for sixty (60) calendar days. The letter should identify the name and title of the individual authorized to contractually obligate the organization, the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization and the name(s), title(s) and telephone number(s) of person(s) to be contacted for clarification. In addition, the letter shall explicitly indicate acceptance of the General Terms and Conditions and the Special Terms and Conditions as stated in this RFP.

D. Vendor Qualifications

This section of the proposal is for the Offeror to demonstrate their qualifications, competence, and capacity to provide branding and website design, development and launch services to the County.

1. Business Profile

- Description of the firm, including organization structure, location of corporate offices and location from where work will be performed. When was it organized, what is the legal form of ownership? If a corporation, where is it incorporated?
- How many years has the firm been engaged in the services requested?
- What is the size of your parent company? This could be answered in number of full-time employees, volume of annual business, or company's net worth.
- If this proposal were successful, what is the size of the division that would provide the County brand and web site design? This could be answered in number of full-time employees or volume of annual division business.
- Provide an organizational chart for the respective divisions. Indicate the status (full-time, part-time, or contracted) of each team member.
- Describe the core competencies offered by your organization and the approximate share of business devoted to branding and the share of business devoted to web design.
- Include samples of past branding campaigns with descriptions on outcome and success.

- How many government agencies are in operation using a website designed or developed by your business?
- Provide a list of awards and achievements received in the last five years.
- Describe your clientele and how you choose the clients you serve. Describe any experience in dealing with economic development, government or small budget clients.
- Provide a brief outline of the firm's current workload, staffing, and ability to meet the schedule and deadlines described in this RFP.
- Provide a brief narrative about the firm's recovery plan. Does a documented recovery plan for disasters such as fire, vandalism, etc. exist? Also, identify how long it would take to recover according to the recovery plan.
- Provide your firm's satisfaction guarantee statement. The County expects to maintain a courteous, professional relationship consisting of regular updates, prompt replies to questions, dedicated efforts to resolve problems and other customer service practices that encourage a positive experience and a successful relationship.
- Has the Offeror ever failed to complete any work awarded? If so, where and why?
- Have you ever defaulted on a contract? If so, where and why?
- During the past five years, has the contractor been involved in any bond forfeiture? If yes, please explain.
- Are there claims pending against the Offeror's insurance policy? If yes, please explain.
- Has the firm been in bankruptcy, reorganization or receivership in the last five years? If yes, please explain.
- Has company been disqualified by any public agency from participation in public contracts? If yes, please explain.
- Does the Offeror understand and agree to the following statement: The Offeror, by proposing, warrants that Offeror is not currently involved in litigation or arbitration concerning the materials or Offeror's performance concerning the same or similar material or service to be supplied pursuant to this RFP, and that no judgments or awards have been made against Offeror on the basis of Offeror's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the County in the proposal. Disclosure may not disqualify the Offeror. The County reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration and to require Offeror to furnish the County with a surety bond executed by a surety company authorized to do business in the State of South Carolina and approved by the County in a sum equal to one

hundred percent (100%) of the contract price conditional on the faithful performance by Offeror of the contract in the event the contract is awarded to Offeror, notwithstanding the litigation or arbitration.

2. Project Staff Information

- How much of the work would be performed in-house versus being contracted out?
- Identify the names of all team members (state whether they are subcontractors) and their respective responsibilities and roles on the project. Includes resumes of these individuals highlighting their roles in similar engagements for similar public sector agencies. *The project team's familiarity with Charleston County information and issues shall be important, as will the local availability of staff to provide assistance to County staff.*
- What is the branding experience of the person(s) that would be working with the County on this design? Indicate any experience working with economic development or government agencies.
- What is the website experience of the person(s) that would be working with the County on this design? Indicate any experience working with economic development or government agencies.
- Identify who will be the primary point of contact for the duration of the project.

E. Overall Timeline

Provide the recommended timeline for the project requirements by phase. Please provide any assumptions used that support this timeline. The timeline should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates.

F. Response to Requirements

This section of the proposal should address the Offeror's ability and approach to meeting the specifications listed in Scope of Work.

G. Operating Environment

Describe the hardware and software components required by the County to support the development, implementation and ongoing operations of the website. Highlight any deviations from the County network (found in Appendix A) and explain why a different tool would be preferred.

H. Sample Work

Please provide a minimum of three (3) samples each of branding and website design services that you believe represent the quality, scope and approach you are offering to

Charleston County. Include before and after visuals of the branding examples and URL addresses of the website examples so that the County can review them online.

I. References

List a minimum of three (3) client references for whom the firms has provided branding, website design, development and launch services in the past three (3) years. The County may contact customer references to validate the information provided by the Offeror and to determine the customer's overall satisfaction with the services provided; therefore, it may prove beneficial to the Offeror to contact its referenced customers to ensure their contact information provided is up-to-date and that the reference will be available during the period of time that the County will be validating references. Include for each client:

Name of Organization
 Contract value
 Date services started and were completed
 Services provided
 Point of Contact: name, title, telephone number and email

J. Cost Data Forms

The cost proposal shall be detailed on the enclosed Cost Data Form. The Cost Data Form must be submitted in a separate sealed envelope clearly marked "Cost Proposal" and included with the Original proposal. The Cost Data Form can be found in Attachment E, Required Forms.

Provide a cost description which clearly identifies the not to exceed final cost. Proposal fee should be broken down to include major fee categories and primary elements of the cost (i.e. work hours, computer time, travel, etc.). Fees must include transportation, onsite visits, visitations with staff, general and administrative costs. Please be very explicit in listing and describing any services or items not covered in the proposal fee amount.

There shall be no hidden costs associated with this request. The County shall not be responsible for the reimbursement of any costs not specifically set forth in the proposal. In addition, the County shall reserve the right to accept any part or all of the proposer's fee schedule.

Final contract amount will be subject to negotiation to determine exact scope of services to be provided and final contract fee amount.

K. Required Forms

Offerors should submit their Non-Collusion Oath, Equal Employment Opportunity Certification, Compliance with Illegal Immigration Act Certification and Subcontractor Data Forms (see the "Required Forms" section of this RFP) in the "Cost Proposal" envelope.

8. **SECURITY REQUIRED**

A. Security

Each proposal must be accompanied by a bid bond acceptable to the County. Bid bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid bonds shall be payable to the County, shall be for at least five percent (5%) of the total amount of the proposal, and shall serve as a guarantee deposit that the offer will be carried out to the complete satisfaction of the County. In lieu of a bond, Offerors may submit a certified check or cashiers check in aforesaid amount payable in U.S. funds. Pursuant to County policy, bid security submitted in the form of checks will be deposited with the County Treasurer into the County General Fund. Faxed Bid Bonds will not be acceptable.

B. Forfeiture of Security

Non-performance by the successful Offeror, or its failure to execute the Contract and meet performance and payment bond requirements, or failure to submit insurance requirements within five (5) business days after issuance of the Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Offeror. Withdrawal of a Proposal after the opening date and time but prior to final award, may also result in forfeiture of bid security.

C. Return of Security

Security submitted in the form of a check will be returned to all Offerors after the successful Offeror has executed the Contract and delivered all required bonds. If no Contract has been awarded within sixty (60) calendar days of the proposal opening date, the bid security will be returned upon demand of the Offeror. Offerors will not be entitled to any interest earnings on returned funds. Security will be refunded in the form of a County check.

D. Payment and Performance Security

1. The successful Offeror shall provide performance and payment bonds, in a form satisfactory to the County (**see attached Sample Forms in Attachment D**), in the following amounts:

Payment Bond: 100% of the total amount of the Contract.

Performance Bond: 100% of the total amount of the Contract.

2. The aforesaid payment and performance bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.
3. Attorneys-in-fact who sign bid bonds or performance bonds must file with each Bond a certified and effective, dated copy of their power of attorney.

4. The time to be covered by the performance bond shall commence on the date of execution of any Contract resulting from this RFP and terminate upon final payment to the successful Offeror by County.

The time to be covered by the Payment Bond shall commence on the date of execution of any Contract resulting from this RFP and terminate twelve (12) months after the date of Final Acceptance of the work by the County.

5. The successful Offeror may submit its payment and performance bonds by fax; however, the original documents must be received within one (1) business day after receipt of the fax.

9. DAMAGES

The County as defined this section in the Sample Contract under Section Eighteen.

10. PERMITS AND LICENSES

The successful Offeror shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the successful Offeror may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

11. DISADVANTAGED BUSINESS ENTERPRISE GOAL

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation on all contracts and procurements.

12. CONTACT PERSONS

Questions or clarifications concerning this should **only** be directed to:

Kerry S. Badger, Senior Buyer
County of Charleston
4045 Bridge View Drive, Suite B250
North Charleston, SC 29405
Tel: 843-958-4754
Fax: 843-958-4758
kbadger@charlestoncounty.org

If the Buyer named above is unavailable, please contact:

Barrett J. Tolbert, Contracts and Procurement Director
Tel: 843-958-4750
Fax: 843-958-4758

ATTACHMENT B

SCOPE OF WORK/SPECIFICATIONS

I. GENERAL

A. Introduction

The County of Charleston, South Carolina (“County”) invites professional firms to submit proposals to provide branding and website design, development and launch services.

The County is seeking the services of a professional firm (“Offeror” or “Consultant”) with experience in brand and identity development, website design services and marketing strategies for economic development and business attraction in the public sector. The tangible outcomes for this project are a new brand with guidelines for its use, a new easily-navigable website highlighting Charleston County’s marketability to commercial and industrial development, and design standards for a launch strategy for both.

Responses to this Request for Proposals (RFP) will provide the County with the information required to assess, evaluate, and select a consultant based on the previously identified evaluation criteria.

B. About Charleston County

The County, incorporated in 1948, is now managed under a council-administrator form of government consisting of a nine member Council led by a Council Chairperson. It is the third-largest South Carolina county with a land area of 919 square miles. The County includes the incorporated cities and towns of Charleston, North Charleston, Mt. Pleasant, Isle of Palms, Folly Beach, Sullivan’s Island, Lincolnville, McClellanville, Awendaw, James Island, Ravenel, Hollywood, Meggett, Rockville, Kiawah Island and Seabrook Island, as well as the unincorporated areas of the county,

The County’s hospitality blends yesterday’s charm with today’s modern conveniences. The County boasts a number of business and recreational opportunities and a good quality of life for its permanent and seasonal residents, students and visitors. Although tourism forms an economic base, the area supports a wide variety of other industries including education, medicine, research, fishing, athletics and now a growing number of manufacturing firms call this home. Some of the largest employers in the area include Boeing, Bosch, Nucor, Alcoa, the Medical University of South Carolina, and SCANA.

C. Charleston County Economic Development Department

The purpose of the Charleston County Economic Development Department (“Economic Development” or “CCED”) is to:

- Better the welfare of the citizens of the community; and
- Promote the economic growth and development of the county and thereby increase its prosperity and economic well-being, including but not limited to expansion of the commercial and industrial tax base for the county.

D. Economic Development Department Mission

The mission of the Charleston County Economic Development Department is to recruit, retain and assist in the expansion of companies creating “primary” jobs and making capital investments within the boundaries of Charleston County, and to assist in the improvement of the Charleston business climate for such companies.

E. Priorities of the Economic Development Department

- Introduce the Economic Development Department to businesses outside the community and work with businesses within the County;
- Pro-actively encourage attraction of new business to Charleston County; and
- Pro-actively support the retention of existing business in Charleston County.

F. Audience

CCED's primary audiences are:

- In-house site selectors within companies (foreign and domestic) that are looking for potential locations in which to start or expand their businesses;
- Contracted site selectors / consultants;
- Existing businesses within Charleston County; and
- Individuals looking to start a business in Charleston County.

Secondary audiences are:

- Charleston County citizens, staff and elected officials;
- Citizens, staff and elected officials from other jurisdictions; and
- Others.

G. Statement of Need

In an effort to increase visibility and further its mission, CCED is seeking to create an identity and an online presence independent of its parent agency, Charleston County. Other economic development departments across the state have effectively taken this same step towards distinguishing themselves. The County wishes to implement a similar strategy to ensure that Charleston County becomes highly visible to prospective clients and residents.

H. Project Budget

The budget for this project is such that the initial contract for branding, website design services and hosting (if applicable) cannot exceed \$25,000. A limited budget will be available in Year 2 for ongoing hosting and maintenance (if applicable) and for desired, but lower priority site improvements. Future funding will be requested through subsequent budget cycles, but is not guaranteed.

I. Project Duration

CCED anticipates brand and website development and launch by June 2011. If necessary to meet this timeline, launch may be accomplished in stages proposed by the Offeror. If stages of launch are proposed, the first stage must include, at minimum, brand development and the "mandatory" items listed in the website requirements matrix. Offerors should indicate their ability to meet this delivery date and detail phases if proposed. Where the Offeror is unable to comply with this date, proposal of an alternative timeline is expected.

J. Availability

The selected firm must be able to meet the requirements of this RFP and be ready to begin work within ten (10) business days of the contract award date. If personnel offered by the selected firm leave the firm or are otherwise unable to participate in this Contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this RFP. All replacement personnel are subject to prior approval by the County.

K. Assumptions

Please identify any assumptions your firm has with respect to the County's role and responsibilities for this project.

II. BRANDING

A. Specification of Requirements

The following requirements are the initial ideas for the creation of a new brand and image for the Charleston County Economic Development Department. CCED is expecting that the development process should be flexible with opportunities for frequent reviews and response by the County. Offerors should be prepared to offer three different brand concepts for CCED's consideration. The final scope of work will be coordinated with County staff and the Consultant.

B. Objectives

CCED's primary goals and objectives to be achieved by this branding initiative include, but are not limited to:

- **Regional Identity** – Identify and promote what makes Charleston County distinct and appealing in a regionally competitive environment for investors, businesses and retailers.
- **Business / Economic Development** – Promote a healthy economy, retain key businesses and creative talent and market Charleston County locally, statewide, nationally, and internationally as the right place for development, redevelopment and investment and the perfect mix for a business-friendly community.
- **Visibility / Accessibility** - Position CCED as the primary connection point for all potential businesses seeking to establish a presence in the area. It should be easy to differentiate CCED from its parent agency, Charleston County, so as to ensure that their respective audiences can easily determine who to contact for answers.
- **Endorsement** - The brand must be authentic and resonate with citizens, businesses, and community groups within the county in order to gain the broadest possible support for the initiative.
- **Uniformity** - The brand should convey a common message and image to audiences both within and outside the county.

Secondary and future goals include:

- Pursuing a more aggressive print and visual media marketing campaign;
- Design CCED collateral materials utilizing the new logo and slogan/tagline and referencing the new website;
- Offer a plan for future incorporation of social networking into the County marketing strategy;
- Offer a plan for future development of a Smartphone application; and
- Increase awareness and understanding of the additional non-commercial benefits the County offers to potential new residents (e.g. culture, education, social, sporting etc...).

C. Scope

The Consultant will lead all aspects of CCED's branding initiative and serve in an advisory capacity to CCED's 'branding team', which is a team composed of County staff.

Research

Research will be the basis for the development of a brand concept, creative elements and the overall brand initiative. The research phase may involve less effort than with others clients as

the CCED does not presently have its own existing logos, symbols or tagline. The Consultant will create and implement a brand research plan, which, at a minimum, should include:

- Identifying and fully understanding the key elements of the Charleston County story and identity and the primary selling points of the County from a business perspective to attract new businesses to the area;
- Analyzing competitor marketing strategies; and
- Identifying any value in incorporating a unified branding strategy between the CCED and the municipalities and towns within the County.

Development

The brand must be more than just a logo. Our brand must evoke an immediate image, emotion and message that people will experience when they think of Charleston County. It should reflect a sense of Charleston County's regional significance. The Consultant will develop design concepts, which are anticipated to include the use of a logo, graphic or symbol and a tagline or slogan. A minimum of three distinct creative options must be presented, based on the results of the research. Each branding strategy will include, but is not limited to, the following elements:

- Logo design
- Tagline or slogan
- Colors
- Style manual and guidelines for use
- Media press kit

While the CCED staff does not yet know the extent of all its potential uses, the selected brand design should be delivered with the capability of use, at a minimum, in the following:

- Website design
- Stationery and business cards
- Black & white and full color
- PowerPoint template
- Tradeshow displays
- Signage (to include billboards)
- Promotionals (pens, USB drives, etc...)
- Print and electronic advertising
- Media placement
- Public Relations
- Digital (e.g. Social Media and video)
- 3-dimensional wood/metal sign to hang in the reception area

The Consultant will develop a strategy document to guide traditional and non-traditional marketing and branding efforts based on information learned about CCED. This document will include an implementation strategy with a set of recommendations for launch tools and collateral materials, as well as timeline and future recommendations, to continue to enhance marketing efforts. The strategy should permit flexibility for a variety of target audiences.

The Consultant should be prepared to assist CCED's branding team in presenting the recommended design concept to County Council for final approval.

Once the final design concept has been chosen and approved by Council, the Consultant shall assist CCED in the development of the launch tools and collateral materials (which should include templates for business cards, letterhead, envelopes, and a tri-fold brochure). Proposal should indicate Offeror's ability to produce recommended collateral materials.

Copyrighting and Trademarking

Offerors should explain the copyright and trademarking processes and who should be responsible for filing.

- Can the Consultant file on CCED's behalf?
- Is it more beneficial for the Consultant or CCED to file?
- Does having the Consultant file have a fiscal impact?

D. Deliverables

The branding strategy should be accompanied by the following deliverables:

- logo design
- tagline or slogan
- colors
- style manual and guidelines for use
- media press kit
- strategy document
- collateral material templates (business cards, stationary and a brochure)

The new brand should be delivered in multiple electronic formats to include, at a minimum: TIF, JPG, PDF, EPS, and AI. Indicate any other formats in which your firm provides final product to customers.

The style manual and guidelines for use should include, at a minimum, the following topics:

- artwork, imagery and photography
- PMS colors
- typefaces
- typographic styles
- recommended positioning
- other approved logo formats
- image sizing
- reproduction
- approval procedures
- don'ts

E. Methodology

Proposals should clearly articulate the methodology and provide a detailed work plan with benchmarks to complete the work outlined above.

F. Customer Responsibilities

The County will provide a CCED employee to serve as a direct contact/liaison for the duration of the project. Proposals should identify any other customer responsibilities for completing this project.

G. Ownership

The County shall retain its authority to provide direction to the project, monitor the progress and recommend acceptance of final submissions to Charleston County Council.

Ownership of any intellectual property acquired from and work developed under a contract

resulting from this RFP, and all right title and interest therein shall belong to Charleston County. The contract shall operate as an irrevocable assignment by the Consultant to Charleston County of the copyright in the work, including all right, title and interest in perpetuity.

The County will have the right to use the new logo and other branding designs and materials developed as a result of this proposal in all media useful for our organization's promotion.

H. Publicity

The County reserves the right to determine on a case-by-case basis whether the Consultant may display the logo and other developed material for testimonial and promotional purposes on their website and in printed ads.

III. BRANDING: OPTIONS

Offerors should include requested information and pricing for the below in an appendix identified as “Branding: Options”.

A. Marketing Campaign

CCED does not currently have an in-house comprehensive marketing plan or strategy in place for its economic development efforts. The County participates in a combined regional marketing effort developed and managed by a separate entity known as the Charleston Regional Development Alliance.

While CCED’s present budget most likely does not allow for the Contractor to offer a marketing campaign, for informational and future budgeting purposes, the County is interested in knowing what a marketing campaign might entail and at what cost. The County would anticipate that a marketing campaign would, at a minimum, include the following:

Research

- Conducting research needed to determine existing attitudes, perceptions, opportunities and challenges to enhancing Charleston County’s image. Proposals should specifically note any existing negative perceptions about the County regarding:
 - Lack of business / commercial opportunities
 - Logistical or economic constraints
 - Public safety and security
- Coordinating the delivery of research results and act as a facilitator during the review process and/or testing of the new brand.
- Developing measures that will be used to determine if the branding effort is successful.

Development

- Developing a guideline for creating updated marketing materials.
- Making recommendations on a management structure, successful funding methods, and potentially available resources to finance and sustain a long-term branding and marketing campaign.

Evaluation

- Identifying measures that will be used to determine if the branding effort has been successful.
- Developing a plan for ongoing evaluation of the brand’s effectiveness and reporting of results of the strategy to CCED’s branding team.

B. Development of Additional Collateral Materials

CCED may seek the Consultant's assistance in developing other collateral materials such as templates for:

- business forms
- trade show displays
- one-page fact sheets
- signage
- banners
- newsletters
- introductory letters
- videos
- press releases

C. Social Media Site Development and Management

Should CCED decided at a future date to incorporate the use of Social Media as part of its marketing strategy, provide a very brief plan and pricing for overseeing the implementation and management of all CCED social media sites. Indicate if you are presently providing this service for any other customers, specifically for any other economic development related clients.

D. Smartphone Application (a.k.a. “there’s an app for that!”) Development and Management

Should CCED decided at a future date to incorporate the use of a Smartphone application as part of its marketing strategy, provide a very brief plan and pricing for overseeing the development, implementation and management of the CCED app. Indicate if you are presently providing this service for any other customers, specifically for any other economic development related clients.

IV. WEBSITE DESIGN & DEVELOPMENT

A. Introduction

The Charleston County Economic Development Department invites proposals for website design and development. In addition, CCED will entertain proposals on alternatives for hosting and maintenance of the new website. The CCED website is a new development effort that will serve as a tool for businesses looking for possible locations to establish or expand their operations and existing businesses in the community. The site may also be used by staff, citizens and others to access information about the County's economic development efforts.

The website to be developed will bring together a robust user-friendly functionality and a progressive appearance. As the site will be a primary marketing tool in the promotion of Charleston County as a prime location for business, the website will need to deliver a strong message. It will need to provide information on available commercial and industrial sites, licensing, permitting, available assistance, potential incentives, utilities, demographics, etc., as well as sell the county, its culture, history, natural setting and historic charm.

B. Marketing Charleston County to Businesses and Site Selectors

The primary use of the CCED website will be as a tool used to market Charleston County to site selectors and companies looking for a place to establish a business location. Studies have shown that the use of economic development agency websites ranks as the second most used tool to

gather location information, preceded only by input from industry peers and followed by site selection consultants, phone calls to economic developers and industry publications for editorial content. According to ED Solutions, Inc., site selectors complete 90 percent of data collection via the Internet before they telephone an organization to delve deeper into a community. As such, the website will be the most important and critical component in CCED's marketing efforts. Critical site attributes must include a dynamic presence and ease of navigation.

During website development, emphasis should be placed on the informational features identified as the most useful for economic development agency websites. These features include, but are not limited to:

- Information on available incentives
- Demographic information
- Directory of available commercial and industrial buildings and sites
- List of leading local employers

Development Results, LLC, a consulting firm to economic developers nationwide, reports that the pages most visited on economic development websites are:

1. About us
2. Programs offered by organizations
3. Data center of facts and figures (information and data on a region)
4. News
5. Relocate and expand (pitches to attract people and companies to the region)
6. Find property/available sites
7. Site selection services
8. Workforce data and information
9. Database of companies or largest employers
10. Maps of the area

Development Results also found that the data that site selectors and businesses take with them when they leave an economic development website are:

1. Economic profile/area overview
2. List of largest employers
3. Overview of the economic development organization
4. Property listings/info
5. Maps
6. Detailed demographics
7. Incentives
8. Regional rankings
9. Organization's strategic plan
10. Cost of living/housing

While the CCED website must promote the quality of place that Charleston County offers, it must place an equal emphasis on providing the data that is required by site selectors and businesses as mentioned above.

C. Specification of Requirements

The following requirements are the initial ideas for the creation of the CCED website. These guidelines should be roughly adhered to, but CCED is prepared to consider other concepts (alternative solutions, recommendations and improvements) suggested as part of the proposal, and to eliminate elements that can be shown to be impractical or unnecessarily expensive or difficult to implement. While CCED is also interested in the Offeror's ideas for content, CCED is

more specifically interested in the Offeror's approach in designing the style of CCED's website. CCED is expecting that the development process should be flexible with opportunities for frequent reviews and response by the County. The final scope of work will be coordinated with County staff and the Consultant.

D. Issues with the Current Site

In the 1990s, Charleston County launched its official county government website, which was designed by the County's then in-house IT subcontractor. Each County department was represented by one or more informational pages describing that department's services. Due to the absence of an IT staff member dedicated solely to website management, the responsibility of maintaining and updating the website fell to the County's Public Information Officer. Over time there evolved a lack of continuity throughout the site. Additionally, some departments without sufficient resources found it difficult to keep their page information current.

In an effort to re-establish a County standard for website layout and navigation, the County's Technology Services Department purchased a content management system in 2006 and absorbed the responsibility of maintaining the entire website. While this standardized approach is effective for the majority of County departments, it limits the ability of those departments that would particularly rely on the ability to creatively express their message.

More so than most County departments, CCED has a need to stand out. Its mission is to market the assets and the opportunities Charleston County has to offer businesses contemplating establishing or relocating themselves here. It should be a peacock among penguins. Instead, it does not have its own completely independent website, but rather a webpage (with 11 subpages, 7 PDFs and 1 picture) tucked discretely into the website of its parent agency. The department's homepage can be viewed by going through <http://www.charlestoncounty.org> or accessed directly by typing <http://ed.charlestoncounty.org>

It is expected that with the creation of the new brand, its incorporation into the new dedicated website, a successful launch strategy, and an emphasis on organic search engine optimization, that CCED's website will see drastically increased numbers in its website traffic. Furthermore, CCED is anticipating a return on its investment in the number of informational requests from site selectors and prospective businesses.

The intention is to continue use of the current webpages and to redirect visitors to the new website after its official launch.

E. Objectives

The new website should accomplish the following objectives:

- Create a new CCED Internet presence;
- Offer a comprehensive tool that gives site selectors and businesses the ability to access information about Charleston County available sites and resources from any location, at any time;
- Provide a location for existing businesses and individuals looking to start a business to access information about tools and resources available to assist them;
- Exhibit a progressive, attractive and world-class design showcasing the new designed CCED logo and slogan/tagline;
- Be easy to remember due to an easily identifiable domain name based on the new slogan/tagline; and
- Experience high ranking on major search engines and experience increased link popularity.

F. Look and Feel

The design of the website should accomplish the following:

- A world-class design;
- An engaging and impressive home page;
- Easily and intuitively navigable;
- Imagery capturing the picturesque nature of the county; and
- Incorporate the newly designed CCED logo and be consistent with any newly designed collateral materials.

G. Benchmarking Websites

CCED is expecting the use of information compiled in the research of other economic development websites for recommendations with respect to design and content improvements for our own.

In anticipation of this RFP, CCED researched the economic development websites of other jurisdictions and has identified a few which effectively demonstrate the site functionality desired. Offerors are asked to visit the following sites and review the functionality and applications when preparing their proposals:

Greenville - <http://www.greenvillesc.gov/EconDev/default.aspx>

Florence - <http://www.fcedp.com/>

Indy Partnership - <http://www.indypartnership.com/>

Spartanburg - <http://www.cityofspartanburg.org/index.cfm?PageID=38&ParentPageID=33>

Myrtle Beach – <http://www.mbredc.org/>

York County - <http://www.ycedb.com/>

Charleston Regional Development Alliance - <http://www.crda.org/>

H. Technical Infrastructure

The Charleston County information technology infrastructure can be found in Appendix A: Charleston County Computing Environment Compliance Document Ver 7.0.

I. Project Schedule

The proposal should include a detailed, graphical work plan to include an estimated timeline for the completion of each phase of the project. The work plan should describe your overall approach to evaluating, designing, developing and implementing the website and should be based on the milestones and benchmarks below. The timeline should be expressed in terms of days or weeks from the time the contract is signed rather than actual dates. This should be as realistic as possible since this will be incorporated as part of the contractual agreement. It may be incorporated in an amended form based on the final negotiated scope of work.

Phase One - Development of Standards and Initial Website Design

Phase Two - Website Development

Phase Three - Website Test & Review

Phase Four - Documentation, Procedures and Training

Phase Five - Website Launch

J. Progress Meetings and Reports

CCED will establish a 'web design' team comprised of CCED and other County staff with a vested interest in this project. A Project Liaison and a webmaster will each be identified from this group. The Project Liaison will serve as the primary point of contact for any day-to-day communications with the Consultant.

Communication regarding the progress of the project is of the utmost importance to CCED. CCED wants to avoid at all costs any opportunities for miscommunication, particularly with respect to any requests for information the Consultant may have pending with CCED. Furthermore, CCED is eager to rollout its new website to begin reaping its benefits. To that end, there will be regularly scheduled progress meetings and reports to ensure that the project continues moving forward.

Meetings

The Consultant may be required to meet as regularly as twice-monthly with CCED's webmaster and/or web design team to discuss and plan the project. The meetings will be held at the CCED offices.

The Consultant may be required to attend public meeting(s) during the approval process and provide presentations of any prepared website information during the development process.

Reports

Additionally, the Consultant will be required to provide bi-weekly progress reports throughout all phases of the project and to submit a comprehensive final report at the end of the service period to document the results of the work performed. The Consultant shall recommend a format for CCED approval for both the bi-weekly progress reports and the comprehensive final report.

The Consultant shall promptly notify CCED, in writing, of events which have a significant impact on contract work, including:

- Problems, delays, or adverse conditions which will prevent the meeting of time or work schedules
- Favorable developments that will enable meeting time or work schedules earlier than anticipated

K. Summary of Features and Requirements

The mandatory, desirable and optional features of the proposed website are summarized in the table below. The following features are not in order of priority:

<u>Item #</u>	<u>Feature</u>	<u>Description</u>	<u>Requirement</u>
1	Domain Name	Incorporates CCED's new tagline/slogan and shall be easily recognized and easy to recall.	Mandatory
Website Design & Functionality			
2	Organic Search Engine Optimization	Placement on the first page of a search engine's results when search is completed	Mandatory

3	Browser Compatibility	Site must be cross-browser and cross-platform compatible and support all major browsers including Internet Explorer, Firefox, Safari, etc.	Mandatory
4	Layout	The website will be designed to current Web and W3C standards using Cascading Style Sheets (CSS) for layout and presentation	Mandatory
5	Content Management	Ability to manage content easily by non-technical staff via Web-based content management system,	Mandatory
6	Branding	Site should be identifiable as the CCED's site and be compliant with best design practices, site should utilize new brand in design	Mandatory
7	Look and Feel	Imagery should be vibrant and capture the picturesque and unique nature of Charleston County	Mandatory
8	Navigation	Users should be able, with a minimum number of clicks, to navigate from the homepage to other key sections; offer breadcrumbs	Mandatory
9	Printing	Site must display information clearly (allow users to print using printer-friendly formats) and facilitate printing of information using standard printers	Mandatory
10	Resolution Choice	Site must offer users the ability to choose the resolution they prefer to view including: high resolution, low resolution, high contrast and text only	Mandatory
11	Response Time	Every page (low-res, high contrast and text only) must download within reasonable timeframes for users with standard connectivity and allow users to print using printer-friendly formats	Mandatory
12	Error Handler	User-friendly error handling for 404 and system errors, should relay error information to Webmaster	Mandatory

Website Features

13	Sitemap	Sitemap containing all site content	Mandatory
14	Search	Function that allows users to search for content across the site and in archives	Mandatory
15	Location	Location of Charleston County should be identified on global, national and state maps or representative graphics	Mandatory

16	Sites & Buildings Database	Link to an outside website containing a database which allows users to search for available commercial and industrial sites and buildings throughout the county providing pictures and PDF brochures for downloading	Mandatory
17	Tell Your Story	Ability for local business owners to complete an online form to be considered for addition in the testimonials section	Desirable
18	Calendar	Incorporate a calendar feature such as Google Calendars	Desirable
19	Interactivity	Ability to post surveys, compile and manipulate data from the surveys and produce reports from the data collected from the responses to the survey	Desirable
20	Subscribe to an e-mail Distribution List	Ability for viewers to automatically add/delete an e-mail address from a mass e-mail distribution list (which would be available in database form)	Desirable
21	Announcements	Ability for news and business opportunities announcements to be pushed via e-mail to selected audiences on a self-subscribed distribution list	Desirable

Website Pages

22	Business Resources	List of available resources including state, local and federal agencies, Chamber of Commerce and non-profit organizations	Mandatory
23	Contact Us	List of CCED members and staff including contact information, bios, and pictures, and embedded e-mail	Mandatory
24	Entrepreneur Information	Information specifically developed to assist individuals looking to start a business in Charleston County	Mandatory
25	Existing Businesses	Users should be able to access information regarding the programs and services available to existing businesses within the community	Mandatory
26	Facts and Statistics	Information including demographics, business and industry statistics, maps, major employers, tax information, local and state government, etc.	Mandatory
27	Incentives / Process Assistance	Information on potential incentives and assistance CCED can offer to businesses looking to locate in Charleston County	Mandatory

28	Press Room	Press releases, media kit and downloadable photographs	Mandatory
29	Publications	Downloadable publications including Business Resource Guide, reports, and collateral material	Mandatory
30	Quality of Life	Users should be able to explore the quality of life in Charleston County through information regarding recreational opportunities, schools, healthcare, shopping, real estate, etc.	Mandatory
31	Site Assistance	Information on assistance that can be provided to companies looking for available locations within Charleston County	Mandatory
32	Testimonials	Stories of local business leaders (including video capability) and their reasons for doing business in Charleston County	Mandatory
33	Workforce	Users should be able to gain a full understanding of workforce composition through demographics, workforce information and training/educational opportunities	Mandatory
34	One-Stop Hub	Page with links to other relevant departments and agencies that provide services that CCED website visitors would also likely need to reference	Mandatory

Services

35	Data Migration	Migrate requested data from existing webpage.	Mandatory
36	Copy Writing	Provide text for the new pages	Mandatory
37	Photography	Limited professional photography as necessary for initial design	Optional
38	Training	Train CCED staff on updating website content; provide written instructions of the same	Mandatory

Options

39	Hosting and Maintenance	Offerors may provide information and a proposed annual contract to provide website hosting and maintenance services	Optional
----	-------------------------	---	----------

40	Enhanced Sites & Buildings Tool	Offerors shall provide information and proposed pricing for development of an enhanced tool.	Optional
41	Online Advertising	Offerors shall provide information and pricing for search engine pay-per-click advertising and traditional paid advertisement placement	Optional
42	Marketing Campaign	Offerors shall provide information and pricing for an online marketing campaign	Optional
43	Mobile	Offerors shall provide information and pricing for the development of a mobile version of the website for access via a PDA, iPhone or other mobile device	Optional
44	Foreign Language Translation	Offerors shall provide information and pricing on making some elements of the website available	Optional
45	ADA Compliance	Offerors shall provide information and pricing for incorporating enhancements that would make the website accessible to individuals with disabilities	Optional

Domain Name

While the Consultant will be responsible for suggesting domain names that incorporate the new tagline/slogan, the County will be responsible for purchasing and registering.

Website Design & Functionality

Organic Search Engine Optimization

A strong online marketing campaign may ultimately include search engine pay-per-click advertising and other components that will be developed as the campaign progresses, but for now, CCED wants to focus on organic search engine optimization of CCED's website.

With the public's increasing reliance on the Internet for their information gathering and decision-making processes, a strong presence by CCED on popular search engines (Google, Yahoo and Bing) is necessary to increase exposure. The Consultant should incorporate techniques to ensure/enable keyword and phrase search results in dominant positions on first page of results (preferable 1st – 3rd position).

Browser Compatibility

Public access to all of the features on the website is not dependent on specific browser, that is, the web interface is *browser agnostic* and works with commonly used browsers (Internet Explorer, Foxfire and Safari) found on Windows, Linux and Mac computer systems.

The site should be designed to be accessible by viewers with limited computer knowledge and should avoid using technology that may not be compliant with some browsers. In the event such technology is used, the site should provide alternate means for accessing the information. Identify any additional browser plug-ins that are required.

Content Management

Content Management System (CMS)

Content must be easily managed by non-technical staff via a web-based CMS. No specialized Web authoring software (like FrontPage or Dreamweaver) is to be required. The County has already invested in Hannon Hill's's Cascade Server CMS (<http://www.hannonhill.com>), so preference will be given to designs that are compatible with Cascade. If other than Cascade Server, Offerors should specify and describe the CMS that will be used.

Management and Update of Content

- Respondent should list the software that would be used to create the site including all graphics software and recommended software and licenses that CCED will need to purchase for the continued maintenance of the website.
- Meta-tagging each page is also a requirement that will initially be entered by the Consultant and subsequently entered or updated by departmental staff as they maintain site content.

Branding

Building on the new brand, the Consultant will be required to come up with a set of overarching design concepts for the website. The Consultant will work with the web design team to ensure that message is appropriately tailored and woven throughout the web presence. The CCED logo should be prominently displayed on every page as a part of the header.

Navigation

The site must be easy to navigate. Information should be grouped and presented in a logical manner and require no more than three levels of drill down for the user to find the desired information. The Consultant, in conjunction with the web design team, will analyze the final content and will determine the hierarchical menus. The design should never assume that the visitor has previous knowledge or experience with the CCED website. The site should have user oriented menus and use modern tools and techniques, will make it much easier, and more intuitive, for users to find the information they are seeking.

Response Time

The site should be optimized for quick page loading. Graphic and other large file types should be relative to site, designed with simplicity to allow for quickest loading.

Website Features

Search

The site shall be designed to include a search engine that enhances navigation to the user's desired information by utilizing key words and phrases. It should allow the user to search the whole site or subsections within the site for text, videos and audio, to include the archives.

Sites & Buildings Database

An application, called Sites & Buildings, will be utilized as the site selector tool on the new CCED website. Sites & Buildings is an interactive tool that was developed by BinaryBus.net. Sites & Buildings accesses the Charleston Trident Multiple Listing Service (MLS) commercial database and makes data available including all commercial office, industrial and land space. No software, hardware or technical expertise is necessary.

Website Pages & Services

The Consultant shall, with the guidance and input of the CCED staff, develop the layout, text and graphics for these pages. The Consultant shall analyze the County's exiting data with CCED staff and determine what, if any data and files, should be migrated to the new page.

L. Acceptance Testing

CCED may wish to incorporate a focus group in the final design and test process. The focus group may include members of partner agencies, businesses and residents. Ease of use and accessibility would be evaluated and resulting suggestions considered.

A testing period and subsequent acceptance testing period shall be provided, during which CCED may evaluate the website to ensure satisfaction with the website functions and conformance with the RFP. At the completion of each testing period, a letter of acceptance or failure will be provided to the Consultant. Items requiring correction at either testing period must be corrected within fifteen (15) calendar days by the Consultant.

M. Warranty of Site Operations

Upon public launch, the website must function to specifications and be fully operational. Any errors in operation must be corrected at no additional cost. Offerors must include in their proposal, a general warranty of site operations and specify work covered and not covered under this warranty. The Warranty Period shall be not less than 180 calendar days and should commence upon the sign-off of final acceptance by CCED.

During the Warranty Period, the Consultant must provide a help desk with support. Users should be able to communicate with the help desk via e-mail, chat, or toll-free telephone number. Live support must be available Monday through Friday between the hours of 9:00 a.m. - 5:00 p.m. Eastern Time.

Content (not design) changes made by CCED staff will not invalidate the warranty.

N. Measuring Success

The Consultant should preset Google Analytics on the website for an account, provided by the County, for tracking traffic patterns and statistics.

Other measures of success of the website and launch might include, but are not limited to:

- An increase in traffic to CCED's new website
- Improved ranking on major search engines

O. Deliverables

- Website source code, graphics and all necessary files to be able to set up the website on any other server without the interaction of the Consultant.
- If applicable, CMS training materials.

P. Customer Responsibilities

- CCED will assign a Project Liaison dedicated to this project with additional employees as support.
- CCED will provide any existing reports or forms it wants included on the new website.
- CCED will review and approve all finished products (e.g. text, graphics, photography and audio/video) provided by the Consultant prior to release or implementation of any material developed. CCED will approve or deny within ten working days of receipt.
- CCED will make approval or denial, in writing, of any requests for delays in schedule within

- ten calendar days of receipt.
- CCED will schedule periodic progress meetings with the Consultant to monitor progress of work.
 - CCED will make the final determination as to whether the project has passed all milestones, to include acceptance testing and final acceptance.
 - CCED will authorize payment to the Consultant for approved costs incurred during the service period.

Proposals should identify any other customer responsibilities for completing this project.

Q. Vendor Responsibilities

- The Consultant will consult with CCED on regular basis regarding plans/needs for revisions to design or content.
- The Consultant, with suggestion and direction from CCED, will create all of the site text, graphics, stock photography and audio/visual elements on the website.
- The Consultant will assist CCED in creation of and updates to keyword library including misspellings and phrases.
- If CCED elects to engage in a search engine pay-per-click initiative, the Consultant will, for the initial launch, handle the management of all media buys to the major publishers for chosen search engines with one consolidated bill instead of paying each publisher separately. The Consultant will instruct the Project Liaison on how to maintain search engine rankings, who to contact and the frequency for subscribing.

R. Ownership & Documentation

- All code, graphics, reports, manuals, templates, database tables, database structure, data, text, architecture, etc. will be property of CCED.
- The vendor must agree that the website design and all of its contents (graphics and other elements), software and architecture developed under the contract resulting from this RFP will become the property of CCED who can use these elements in perpetuity.
- The Offeror will provide complete documentation to cover technical components (design, architecture, code methodologies, databases, etc.), complete system and user information to include training, applicable licensing and access information.
- All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the County, and all patents or copyrights shall be assigned to County, unless otherwise agreed. The Offeror agrees that the County may make modifications to computer software furnished by the Offeror without infringing the Offeror's copyright or any license granted to the County.
- The graphics and design elements developed as part of the proposed system may be used in other media as desired including print material and other media such as television, digital video, etc. without additional fees or notification.
- If the Consultant proposes a website that has any licensing or copyright requirements, it must be clearly presented in the offer form.
- Consultant releases all rights and property ownership to the County to be used in perpetuity for all works developed as a result of this RFP, with the exception of those elements which do not belong to the Consultant (e.g. stock photography).

V. **WEBSITE: OPTIONS**

Offerors should include requested information and pricing for the below in an appendix identified as “Website: Options”.

A. **Website Hosting & Maintenance**

Depending on the cost, CCED may determine that it is more beneficial not to host its own website. This may be accomplished by the Offeror providing hosting services directly, or procuring this service through a third party. Offerors proposing to host the county website must not be on any email or website “black lists” as a source of unwanted solicitations or objectionable content. Hosting services are expected to be required on an ongoing, annual basis and Offerors are asked to include a price and proposed contract for hosting services with their proposal.

- Hosted site must be compatible with the County server requirements.
- **Location** – Identify the location of the hosting servers.
- **Security** - Hosted site must be on a secure server. Describe security methods in place to ensure data against hacking, phishing, etc.
- **Uptime** - Hosted site must function to specifications and be fully operational (24/7/365) at all times outside of scheduled maintenance. Offerors must specify in their proposal a guaranteed percentage of time that the website will be operational and specify what rebate or credit CCED will receive for time the site is down in excess of the allowed maintenance/down time.
- **Disaster Recovery** – Include a disaster recovery plan.
- **Capacity** - Provide system performance data from another hosted and managed site of similar scope as proof of ability. Describe any limitations or additional charges for downloads and bandwidth usage, if any.
- **Storage** - State the minimum, predefined amount of file storage included as part of the base contract. Provide a fee schedule for additional storage space.
- **File Management** - Hosted site must provide file management services.
- **Support** - The Consultant must provide a help desk with support. Users should be able to communicate with the help desk via e-mail, chat, or toll-free telephone number. Live support must be available Monday through Friday between the hours of 9:00 a.m. - 5:00 p.m. Eastern Time.
 - The Consultant must provide a technical account contact for CCED to facilitate management of the website. CCED must be able to escalate an issue to the technical account contact without initial contact through the tier 1 support of the help desk.
- **Ownership** - The Consultant must agree that the content of CCED’s website will remain the sole property of CCED and must be available to review at all times. As a part of the contract, CCED will be provided with the complete content of the hosted site at predetermined time intervals. Content should be provided on DVD or other agreed upon media at a minimum of 60-day intervals. A backup or copy of the content should also be available with 48 hours upon request.
- **Maintenance** – All scheduled website maintenance must be performed between the hours of midnight and 5 a.m. EST. Services include, but are not limited to:
 - Hosted site daily backups of the data on the CCED’s website will be required.
 - Fix errors and usability problems – ongoing.
 - Provide same day service for critical changes or updates
 - Describe the normal upgrade schedule for your company in regard to the proposed software.
 - Provide a fee schedule for customized services. This cost is to be valid for a period not less than three years.
- **Management of Content** - Update content of web pages (text, images, text and other requests) and re-format and streamline web pages to enhance user experience with the website. Continually suggest ways to upgrade the visual and navigation experience. Be aware and make recommendations if there are any alerts or changes with the host site.

B. Content Management System (CMS)

The Consultant shall indicate their preferred CMS, should the County choose a hosted solution. A system with these capabilities is preferred:

- Browser-based administration
- Ability to add, edit, delete, modify and move pages without programming
- Ability to update text, images, graphics, sound, video, documents, PDFs, list and links with programming.
- Allow rotation of content/content scheduling
- Ability to schedule content and remove based on expiration date.
- Must be able to copy and paste from MS Word.
- Form authoring tool
- Search and replace tool
- Includes a spell checker
- Version control and rollback
- Comparing version changes
- Include audit trail reports of all changes

Provide details regarding price and support offering for the CMS.

C. Site Database

The County would like to explore an option which would enable the Charleston County Economic Development Department with the ability to electronically access from existing dynamic metropolitan (tri-county) databases the property data, information, maps and photographs associated with the inventory of industrial and office development sites and buildings within Charleston County and its various municipalities, to segregate such data from other property records associated with properties outside of Charleston County, and to then manipulate and array the Charleston County-based property records for presentation purposes, and create reports in-house utilizing templates designed specifically for the Charleston County Economic Development Department.

D. Online Advertising

Online advertising may include search engine pay-per-click advertising and/or traditional paid advertisement placement designed to drive traffic to CCED's site, which would assist CCED in contacting and recruiting those interested in pursuing development opportunities in Charleston County.

Search Engine Pay-Per-Click Advertising

As part of this initiative, the Consultant would:

- Assist CCED in researching and developing keywords and phrases to incorporate into the search engine advertising search parameters
- Keywords and phrases currently identified include: "economic development", "Charleston business", "Charleston tax incentives"
- Purchasing and management of keywords and phrases on search engines within budget parameters
- Keyword and phrase search results in dominant positions on first page of results (preferable 1st – 3rd position)

Paid Advertisement Placement

Should CCED wish to incorporate this form of online marketing, provide a very brief plan and a price for ad placement on reputable websites that logically fit with CCED's marketing goals (e.g. sites focused on economic development searches, social marketing/blog sites that are used by site selectors, etc...).

E. Marketing Campaign

Should CCED wish to request a complete online marketing campaign, provide a very brief plan and a lump sum price, which may include:

- Identifying untapped or undertapped markets;
- Implementing electronic marketing techniques such as mass e-mails, e-newsletters, etc;
- Provide information on how your organization will track and report campaign results to CCED, how often those reports will be available (daily, weekly, monthly), and reporting formats (pdf, online, etc);
- Provide information on how your organization will monitor and tweak the campaign (including keyword search terms) based on changes in the marketplace and developing trends; and
- Identify components of the campaign that will be tracked (e-mails, forms submitted, click-throughs, captured IP addresses, etc.)

F. Mobile Website

CCED is interested in the development of a mobile version of the website. Provide a brief plan and pricing.

G. Foreign Language Translation

Should CCED wish to include a multi-lingual component to their website, provide a very brief plan and pricing for the following options:

- Interactive full website translation from English to Spanish, German, Italian, Chinese, Japanese or Arabic.
- Only "Home page" and "Contact Us" page translation from English to Spanish, German, Italian, Chinese, Japanese or Arabic.
- One-page fact sheet (PDF) translation from English to Spanish, German, Italian, Chinese, Japanese or Arabic.

H. ADA Compliance

CCED desires to provide the same level of service to individuals with visual, hearing, motor, or cognitive disability as it does to the general public; therefore, the County would like the site design to be compliant with Section 508 of the Federal Rehabilitation Act of 1973 and Americans with Disabilities Act guidelines. (See Example: www.ada.gov/websites2_prmt.pdf)

CCED expects Offerors to make suggestions regarding ADA compliance. Offerors shall specify additional information technology accessibility enhancements that could be included in their site design and the estimated cost for each enhancement. Information technology enhancements may include:

- large print screen display
- Braille output
- synthesized speech output
- speech recognition
- alternative keyboard input

- audible display of screen prompts
- screen display of audible signals

Offerors should make an effort to comply with guidelines; however the usability of the site and ability for staff to easily update the site and content contained within the website should be considered. Compliance with the standards should not prevent any other requirements from being met.

I. A La Carte Design Services

Should CCED wish to request any of the following services, provide a price:

- graphic design and illustration
- original photography
- video and audio
- digital or electronic media direction, production and post-production

VI. BRAND AND WEBSITE LAUNCH

The Consultant shall be responsible for developing and implementing the simultaneous launch strategy for both the new brand and new website. At a minimum, this should include a print, tv and electronic press releases. CCED will provide the names of all staff, political and business contacts that should receive individual notice. With proper advance notice and approval, CCED staff will be available to participate in any media opportunities the Consultant schedules as part of this launch.

Appendix A: Charleston County Computing Environment Compliance Document Ver 7.0

Charleston County has a comprehensive computing environment that encompasses a broad array of networking, mainframe, server and desktop computing platforms as well as the complimentary systems software. This document provides information about the County's computing environment, related practices and acquisition considerations related to network and system security.

Network Environment

County's network setup includes both wired and wireless environment. County's LAN consists of 100 Base Tx and 1000 Base Tx networks. Wireless network is primarily installed in the large offices and supports 802.11 a/b/g protocols. WAN technologies used are ATM, MPLS and MetroE. All network communications are using TCP/IP protocol. File and Print services are hosted on Novell Netware servers and are being migrated to the Windows platform. E-mail services are hosted on exchange server with users using Outlook as the client software. Most of the applications are hosted on Solaris or Windows systems. Although there are no single directory services operational currently, we are actively considering on unified directory services in the near future. Hence LDAP compliance is preferred for any new applications.

County's Preferred IT Environment

County is in the process of standardizing on computing environment. All new applications should be able to work in this standard environment.

Operating Systems

Servers:

Application: Windows 2008 Servers, Sun Solaris 10 or above

File/Print: Windows 2008

Desktop: Windows XP SP2; migrating to Windows 7 in 2011

Hardware:

Intel Based Servers: Xeon Quad Core processors or Higher

Desktop: Core 2 Duo Processor

Database Engine: Oracle 10g or Higher, SQL Server 2008 or later

Reporting Tool: Crystal Reports current version

Internet Browser: IE 7.0 or Higher

E-mail: Microsoft Exchange 2003 – Migrating to 2010 during next 1 year

Antivirus: CA E-trust, ESAFE

Web Servers: Sun Java Web Server 7, Microsoft IIS 6.0 or Higher

Proxy: Apache (wherever required)

Office Suite: Microsoft Office 2007 or Higher

GIS: ESRI software products

Computing Environment Compliance Document Ver 7.0 continued**Backup:**

Software: Veritas NetBackup
 Media: LTO5
 Policy: System: Differential from Mon – Thu; Full on Friday
 Database: Cold Backup At least Once a Week

Remote Desktop Management / Software Deployment Tool: Altiris

Communication Devices: CISCO Switches, Routers and Access Points

Security Software: Checkpoint; CISCO ASA VPN Appliance

Network Security

Standards and requirements exist to ensure security and availability of the data and systems. County's network connects to the Internet through a firewall. All publicly accessible web servers reside on a section of the network identified as the DMZ. Internet users have restricted access to the web servers only via HTTP/HTTPS protocol. FTP access is provided if required for an approved function. Under no condition is access allowed directly from the Internet to the internal network.

A server in DMZ may establish a point-to-point connection to an Application on the internal network if required to perform an approved function. Any DMZ server required to communicate with a database server in the internal network should do so through a proxy configured for a non standard port. Under no circumstances will a server on the DMZ have the ability to initiate a conversation with a workstation on the internal network. Also DMZ servers are not allowed to connect out to the Internet via HTTP and FTP protocol. Any other access will be provided only if it is required for an approved function and does not compromise the security of the County's Computing Environment.

In addition, servers on the DMZ that communicate with the servers on the internal network must use unknown ports above the common used ports 0 – 1023. These ports are well documented (www.iana.org) and are subject to extensive hacking.

Application Security

County proposes to follow three-tiered structure for web-enabled systems that are accessible from the Internet. These systems will host their web pages on a web server while the application and databases will reside on different server(s). This configuration promotes maintainability and is desired on all new systems being evaluated for the County. This also allows the web server to be placed in DMZ with the application and database servers on the internal network for enhanced security. Internal web servers will reside on internal network.

In addition, all web servers should have their systems configured to disable all non-essential functionalities (SMTP, SNMP, FTP). County has a process to update all servers with the latest security patches to enhance security. The application vendors should adhere to the industry practice of compliance to the latest version of system software levels to ensure maximum security to information and services provided by the County.

ATTACHMENT C

SAMPLE CONTRACT

STATE OF SOUTH CAROLINA	)	CONTRACT No. 4446
	)	Branding & Website Design, Development and
	)	Launch Services for the Charleston County
COUNTY OF CHARLESTON	)	Economic Development Department

THIS CONTRACT ("Contract") entered into this ____ day of (Month) 2011 between the **COUNTY OF CHARLESTON**, South Carolina, a public body corporate and politic and political subdivision of the State of South Carolina (the "County"), and _____ a _____ Sole Proprietorship/Partnership/Corporation, Limited Liability Corporation (chose one) the address of which is _____ (the "Contractor"), ("Party" as to each; collectively the "Parties")

W I T N E S S E T H:

WHEREAS, the County wishes to contract for branding and website design, development and launch services ("Work") for the Charleston County Economic Development Department; and

WHEREAS, Contractor has represented to the County that its staff is qualified to provide the Work required in this Contract in a professional, timely manner; and

WHEREAS, the County has relied upon the above representations by Contractor,

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, it is agreed by and between the Parties as follows:

SECTION ONE **Contract Documents**

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

Exhibit A: Request for Proposal (RFP) No. 4446-11K
 Exhibit B: Contractor's Insurance Certificate(s) and Endorsement(s)
 Exhibit C: Contractor's Proposal dated _____, 2011
 Exhibit D: Acceptance Testing
 Exhibit E: Documents

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

As between the Contract and the Contract Documents, which make up this Contract, the Contract shall govern.

In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the Contractor shall notify the County immediately upon discovery of the same for resolution by the County.

Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

SECTION TWO
Scope of Work

The Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the Work required under this Contract in a timely and workmanlike manner, professional in all aspects, and in accord with all applicable laws, rules and regulations.

The Contractor shall provide the services pursuant to the attached Scope of Work and Contractor's Proposal marked as Exhibits A and C that are incorporated by reference.

The Contractor shall commence the Work as specified in the Notice to Proceed, when it is issued, but not before it is issued. Coordination of the Work and administration of this Contract shall be by the Charleston County Economic Development Department.

SECTION THREE
Contract Price: Payment Terms

County agrees to pay for the performance of the Work described in this Contract, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein on the following basis:

“To be determined upon award”

Payments:

Contractor shall be tied to deliverables and milestones and are subject to final acceptance by the County's authorized representative. Final Acceptance is defined as the County accepting the Work from the Contractor when the County deems the Work completed in accordance with the terms of the Contract.

Final Payment is defined as the last payment from the County to the successful Offeror of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

Application for payment shall be prepared and submitted in triplicate. All invoices shall be addressed to:

Charleston County Economic Development
Attn: Ashley Keene, Deputy Director
4000 Faber Place Drive – Suite 140
North Charleston, SC 29405

SECTION FOUR
Time: Term of Contract

The County hereby contracts with Contractor to provide the Work specified herein.

The County reserves the right to extend this Contract on an annual basis, if it is determined to be in its best interest. The life of this Contract including all extensions shall not extend beyond a period of five (5) years. Any request for a price increase must be made at least ninety (90) calendar days prior to the anniversary date of the Contract, or sooner if so requested by the County. Any request will be evaluated prior to exercising the option to extend. The County will be the sole judge as to whether any price increase will be approved.

Contractor expressly acknowledges that time is of the essence in completion of this Contract and that the time limits and dates herein are critical components of the Contract. Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. Contractor will not be compensated for any delays beyond the time set forth herein. Contractor's only remedy for delays may be an extension of time to perform the Work. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

SECTION FIVE

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit B, Insurance Certificate(s) and Endorsement(s), which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any sub-contractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

SECTION SIX

Compliance with Legal Requirements

- A. All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Work/Services. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.
- B. By signing a proposal, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

- C. The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

SECTION SEVEN

Drug-free Workplace Act

Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION EIGHT

Contractor's Warranties and Representations

Contractor represents that its staff is knowledgeable about and experienced in performing the Work/Services required in this Contract and warrants that it will use best skill and attention to provide above described Work/Services in a professional, timely manner.

Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work/services product, as though Contractor had performed the Work/Services itself.

- A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work/Services covered by the bid and provided by the Contractor are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Contracts and Procurement Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work/Services. When required by this Contract or when called for by the Contracts and Procurement Director, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work/Services. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work/Services/Project..
- C. The Contracts and Procurement Director may, in writing, require the Contractor to remove from the Work/Services Site any employee the Contracts and Procurement Director deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all labor and materials are warranted to be from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

SECTION NINE
Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION TEN
State and Local Taxes

- A. Except as otherwise provided, Contract prices shall include all applicable state and local taxes.
- B. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
- C. Contractor shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.
- D. Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of Contractor's failure to pay any tax of any type due in connection with this Contract.
- E. The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION ELEVEN
Independent Contractor

Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County, and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to Contractor for work/services and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of Contractor or its employees, agents, or servants by reason of this Contract.

SECTION TWELVE**Other Contracts**

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the work/services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County and or Department employees

SECTION THIRTEEN**Permits and Licenses**

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION FOURTEEN**Safety, Health, and Security Precautions**

The Contractor shall take proper safety, health and security precautions to protect its workers and the County's property, workers and the public at all times during the term of this Contract. Emergency exits shall not be blocked and doors shall be secured by Contractor when Work is temporarily suspended and after each work day. All materials shall be stored securely, protected from theft or damage.

SECTION FIFTEEN**Inspection and Acceptance**

All Work shall be subject to inspection and test by the County at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the County not to conform to the Contract requirements.

SECTION SIXTEEN**Conditions Affecting the Work**

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

SECTION SEVENTEEN
Cleanup Work: Repair of Damages

During the performance of the Work, the Contractor shall continuously keep County-provided work space (the "Work Site") and areas adjacent thereto in a orderly condition, free and clear from debris and discarded materials.

Contractor will restore or replace, when and as directed by the County, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

SECTION EIGHTEEN
Damages

The Contractor expressly agrees that if the Work/Services, or any part thereof, are not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor and its sureties shall be liable to the County for actual damages which relate to the Contractor's failure to perform or complete the Work/Services in the manner described above. If actual damages are agreed to by the County and Contractor or awarded by the Court, the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the County is not sufficient to pay in full such actual damages, the Contractor and/or its sureties shall pay to the County the amount necessary to effect payment in full of such actual damages.

SECTION NINETEEN
Suspension of Work

The Contracts and Procurement Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work/Services for such period of time as he may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work/Services.

The Contracts and Procurement Director may order suspension of the Work/Services in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work/Services.

When the Contracts and Procurement Director orders any suspension of the Work/Services under the subparagraph above, the Contractor shall not be entitled to any payment for Work/Services with respect to the period during which such Work/Services is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY
Modification of Contract

The County's Contracts and Procurement Director has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Contractor is given written

notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Contracts and Procurement Director and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-ONE

Termination

A. For Convenience

The Contracts and Procurement Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this Section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Contracts and Procurement Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-TWO**Indemnification**

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of a claim that triggers the indemnity, the Contractor shall promptly defend any aforementioned action.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

SECTION TWENTY-THREE
Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-FOUR
Labor: Subcontractors

No subcontracts shall be allowed without the prior written approval of the County. The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Contract.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to County. Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

Contractor assumes the responsibility for assuring that its working forces are compatible with County employees and Contractor is responsible for making itself aware of those forces. Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-FIVE
Assignment

The County may assign the Contract in whole or in part to another party by providing written notice to the Contractor of the assignment. The Contractor shall not assign in whole or in part the Contract without the prior written consent of the County or its Assignee. The Contractor shall not assign any money due or that may become due to it under said Contract without the prior written consent of the County or its Assignee. Each Party binds itself, its successors, assigns, executors, administrators or other representatives to the other Party hereto and to successors, assigns, executors, administrators or other representatives of such other Party in connection with all terms and conditions of the Contract.

SECTION TWENTY-SIX
Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina.

SECTION TWENTY-SEVEN
Entire Contract

This Contract constitutes the entire understanding and contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION TWENTY-EIGHT
Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION TWENTY-NINE
Non-waiver

Any waiver of any default by either party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract under their several seals the day and year first written above.

CONTRACTOR:

CHARLESTON COUNTY, SOUTH CAROLINA:

Name:
Title:

Barrett J. Tolbert
Contracts and Procurement Director

Attest:

Attest:

1)_____

1)_____

2)_____

2)_____
Charleston, SC

ATTACHMENT D

SAMPLE FORMS

INSURANCE REQUIREMENTS (Contracts Greater Than \$25,000)

Contractors working for the County are required to procure and maintain for the duration of their contract with the County insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, its agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry Workers’ Compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The County, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the County, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County.
- F. Each insured policy required by the County shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- G. All coverages for subconsultants shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. If the County elects to assign the attached contract to the Charleston Public Facilities Corporation, or the Charleston County Transportation Committee, as set for in the contract, then the Charleston Public Facilities Corporation or the Charleston County Transportation Committee shall be named an additional insured along with the County and shall be equally entitled to all coverages and benefits of the policies.
- J. Contractor shall furnish the County with Certificates of Insurance noting the endorsements. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates and Endorsements are to be received and approved by the County Procurement Department before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Charleston County Procurement Department
Attn: Chuck Wiggins CPPB, Contracts Administrator
4045 Bridge View Dr., Suite B250
North Charleston, SC 29405

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE COUNTY OF CHARLESTON, CHARLESTON, SOUTH CAROLINA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			Company A (Issuing Company) Company B			
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☒ Comm. General Liability ☐ Claims Made ☒ Occur ☐ Owner's & Contract's Prot ☒ Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY ☐ Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: ☐ Incl ☐ Excl	XXXXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	☐ Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.						
CERTIFICATE HOLDER				CANCELLATION		
COUNTY OF CHARLESTON ATTN: PROCUREMENT DEPARTMENT LONNIE HAMILTON, III PUBLIC SERVICES BUILDING 4045 BRIDGE VIEW DRIVE N. CHARLESTON, SC 29405				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		



**Charleston County Government
Labor and Material Payment Bond**

(This bond is issued simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract)

KNOW ALL MEN BY THESE PRESENTS, that _____
 (Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, _____
 (Insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Charleston County Government, 4045 Bridge View Drive, North Charleston, South Carolina 29405, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2011, entered into a contract with Owner for _____
 (Insert full name, address and description of project)

in accordance with the Drawings and Specifications prepared by _____
 (Insert full name and address or legal title of the Design Professional)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the

Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a nonjury hearing before the Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this __ day of _____, 2011.

_____ (Witness)	_____ (Principal) (Seal)
_____ (Witness)	_____ (Title)
_____ (Witness)	_____ (Surety) (Seal)
_____ (Witness)	_____ (Title)



**Charleston County Government
Performance Bond**

KNOW ALL MEN BY THESE PRESENTS, that _____
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, _____
(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Charleston County Government, 4045 Bridge View Drive, North Charleston, South Carolina 29405, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2011, entered into a contract with

Owner for _____
(Insert full name, address and description of project)

in accordance with the Drawings and Specifications prepared by _____
(Insert full name and address or legal title of the Design Professional)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible

bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion of the Work, but not exceeding the Contract Price excluding other costs and damages for which Surety may be liable hereunder.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this __ day of _____, 2011.

_____ (Witness)	_____ (Principal) (Seal)
_____ (Witness)	_____ (Title)
_____ (Witness)	_____ (Surety) (Seal)
_____ (Witness)	_____ (Title)



**STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. ____ Hiring or Contracting with:
Name: _____
Address: _____
- ____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
- ____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue
 Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the Courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate Officer, state title: _____

(Name - Please Print)

Mail to: The company or individual you are contracting with.

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: www.sctax.org

Charleston County **Drug-free Workplace Certification** **(Contractor/Vendor Other Than Individuals)**

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Charleston County projects.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Charleston County Contract Number: 4446

Project Name: Branding & Website Design and Development for the Charleston County
Economic Development Department

Contractor/Vendor Name:_____

Address:_____

Authorized Representative Name/Title:_____

Signature:_____ **Date:**_____

Witness:_____

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

ATTACHMENT E

REQUIRED FORMS

COST DATA FORM**Page 1 of 2**

**(To Be Submitted in a Separate Sealed Envelope with the Original Proposal)
(Do Not Submit with the Copies)**

Date: _____, 2011

By submitting this proposal, the undersigned Offeror represents:

1. That the Offeror has carefully examined specifications for the Work;
2. That the Offeror is familiar with all the conditions surrounding the performance of the Work;
3. That, if awarded the Contract, the Offeror will provide all labor, material, supplies and equipment necessary to execute the Work in accordance with the Contract Documents;
4. That, if awarded the Contract, the Offeror will establish services after the issuance of a "Notice to Proceed" as required in the RFP;
5. That the Offeror understands that the County reserves that right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Work is canceled, postponed, or if it is in the best interest of Charleston County;
6. That, if awarded the Contract, the Offeror will enter and execute a contract as required in the RFP;
7. That the Offeror is legally able to enter into and perform a contract, if awarded;
8. That, if applicable, the Offeror is current on all taxes and fees owed to the County.

Charleston County Taxes: Please note that the Procurement Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes, your bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Charleston County Delinquent Tax Office Department at (843) 958-4570.

Business License: Does your business have a valid Charleston County Business License? ☐ No ☐ Yes # _____

You must possess a valid Charleston County business license for business undertaken in the *unincorporated* areas of the County. Contact the Revenue Collections Department at (843) 202-6080 with any questions. *Note: Work performed inside the corporate limits of a municipality will necessitate a business license for that municipality.*

Charleston County Disadvantaged Business Goal: Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation.

Business Ownership Certification

Are you a certified Charleston County Small Business Enterprise (SBE)? ☐ No ☐ Yes - Certification No. _____

Regarding the ownership of your company, please mark all that apply:

- | | | | | | |
|---------------------------------------|------|---|------|--|------|
| ☐ White Male | ___% | ☐ Hispanic/Latino Male | ___% | ☐ American Indian/Alaskan Native Male | ___% |
| ☐ White Female | ___% | ☐ Hispanic/Latino Female | ___% | ☐ American Indian/Alaskan Native Female | ___% |
| ☐ Black Male | ___% | ☐ Asian Male | ___% | ☐ Native Hawaiian/Pacific Islander Male | ___% |
| ☐ Black Female | ___% | ☐ Asian Female | ___% | ☐ Native Hawaiian/Pacific Islander Female | ___% |

Name of Bidder: _____

Authorized Signature: _____

COST DATA FORM**Page 2 of 2**

(To Be Submitted in a Separate Sealed Envelope with the Original Proposal)
(Do Not Submit with the Copies)

I certify that I am entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract to provide branding and website design, development and launch services as described by this RFP for the below costs (which include all applicable taxes).

On the space below, provide a cost description which clearly identifies the not to exceed final cost. On a separate sheet, detail how the proposal fee should be broken down to include major fee categories and primary elements of the cost (i.e. work hours, computer time, travel, etc.). Fees must include transportation, onsite visits, visitations with staff, general and administrative costs. Please be very explicit in listing and describing any services or items not covered in the proposal fee amount. List any price reductions or other in-kind contributions your firm is willing to provide.

Not to Exceed: \$ _____ and ____/100 Dollars (\$____, ____.)

Company Name: _____

By: _____
Signature Print Name

Title: _____ (e.g. Owner, Partner, Corporate Officer, etc.)

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Remittance Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____ **FEIN:** _____

E-mail: _____

Vendor is a/an:

☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Corporation – list the state of incorporation _____

NOTE FOR RFP: COMPLETE THIS FORM AND RETURN IT IN YOUR SEPARATE SEALED PRICING ENVELOPE.

SUBCONTRACTOR DATA FORM

List all subcontractors to be used on this project. Failure to complete this Subcontractor Data Form in its entirety, as well as to submit this form with your original response to this solicitation, may subject your response to rejection. Attach additional copies of this form if more space is needed. Substitutions for this form are not acceptable.

Solicitation No. RFP4446-11K

Total Bid Amount _____

Date _____

Prime Contractor _____

City & State _____

Phone (____)_____

Subcontractor's Business Name, Address, Phone, and Principal's Name	Short Description of Goods or Services to be Provided by Subcontractor	Are there any licenses or certifications required by SC law for this subcontractor or any of its employees?	Is this business a certified Charleston County SBE?	Is this business a certified SCDOT DBE?	Dollar Amount of Subcontract	Subcontract Percentage of Total Bid Amount
		☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No		
		☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No		
		☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No		
		☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No		
		☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No		
		☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No	☐ Yes (Must Attach Copy) ☐ No		

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both.”

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Charleston County Contract Number: 4446

Project Name: Branding & Website Design and Development for the Charleston County Economic Development Department

Contractor/Vendor Name:_____

Address:_____

Authorized Representative Name and Title:_____

Signature of Authorized Representative:_____

Witness (Print Name and Sign):_____

Non-Collusion Oath

COUNTY OF:

STATE OF:

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Offeror herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS _____ DAY OF _____, 2011

Notary Public

Authorized Signature for Offeror

For the State of:_____

Please print Offeror's name and address:

My Commission Expires:_____

Print Name:_____

Address:_____

Telephone:_____

(Note: Notary seal required for Out of State Offeror)



Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

Charleston County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Charleston County Contract Number: 4446

Project Name: Branding & Website Design and Development for the Charleston County Economic Development Department

Contractor/Vendor Name:_____

Address:_____

Authorized Representative Name and Title:_____

Signature of Authorized Representative:_____

Witness (Print Name and Sign):_____