

Douglas County School District 001 (Omaha Public Schools)

RFP No. 029-20

**Website and App Design,
Development and Hosting**

JUNE 24, 2020

EMS LINQ, Inc.

2528 Independence Blvd., Ste. 200
Wilmington, NC 28412 | www.linq.com
800.541.8999, option 3 | Fax: 910.799.5427

Contact Information:

Michael Maloney | 888.932.6460 ext. 425 | mmaloney@linq.com

Attention:
Douglas County School
District 0001

Email: servicebids@ops.org

LINQ Websites

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June 2, 2020

**Douglas County School District 0001
(Omaha Public Schools)**

Dear RFP Review Committee:

Thank you for the opportunity to partner with the **Douglas County School District 0001 (Omaha Public Schools/OPS)** on your website design and development project. We are committed to establishing a strong partnership with **Douglas County School District 0001 (OPS)**. Our innovative technology, along with our exceptional customer support and our sincere commitment to education, sets us apart from others.

eSchoolView, a **LINQ** solution, is perfectly aligned to deliver on **Douglas County School District 0001 (OPS)**'s scope of work, while providing many additional options. The proposal we've outlined in the following pages includes:

- Our award-winning website development
- Our ongoing accessibility compliance monitoring services and support
- Professional services including project management, content migration, technical support, training, and integration services
- Details on how our sites are designed to maximize user experience—find the information users desire quickly
- Information on our fully mobile responsive websites, all designed to meet your users' needs on all devices—optimized to your user's device
- How our CMS will simplify website administration, regardless of skill level
- How our CMS will streamline business operations and reduce IT involvement with updates

eSchoolView understands the unique challenges K-12 districts face when migrating to a new website design. Our focus is on custom-designed websites and communication software products specifically designed for K-12 educational organizations. Together, we can achieve your website's vision.

Thank you for your consideration, and we look forward to becoming a partner in delivering your vision for the engagement with communities served by **Douglas County School District 0001 (OPS)**.

Sincerely,

Matt Muller

Matt Muller, Chief Revenue Officer
EMS LINQ, Inc.

1.0 Firm Profile

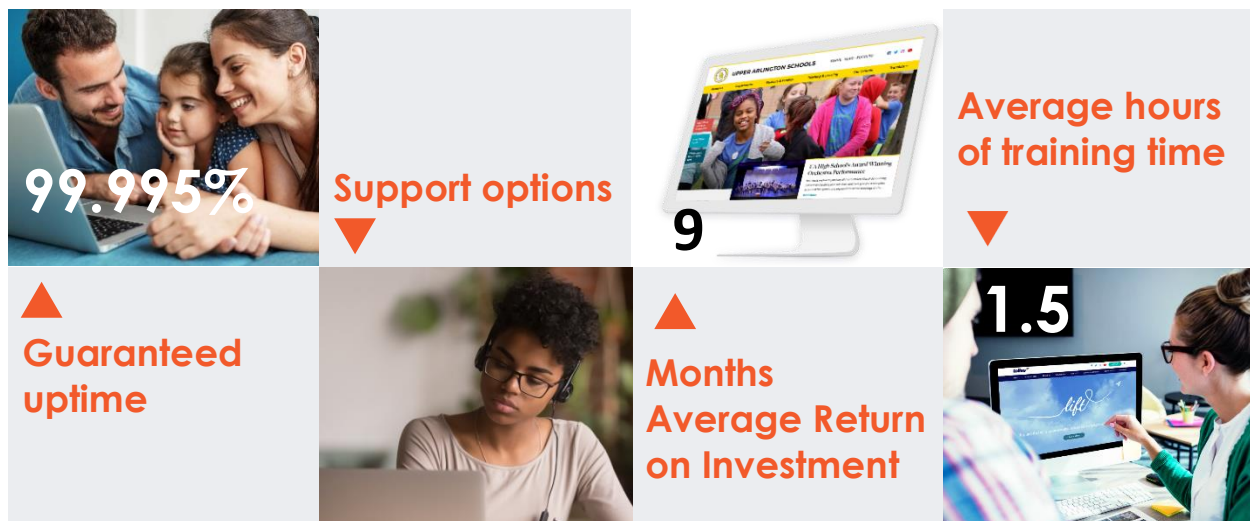
1.1 Identification

eSchoolView's founders began their work in design and development of custom-designed school websites in 2007; **eSchoolView** was formed in 2008. **eSchoolView's** focus is on custom-designed websites and communication software products specifically designed for K-12 educational organizations. Our current customers include over 1,500 school districts in 43 states nationwide. We recognize that your time is valuable. With our solutions, you will quickly see how easy it is to reach and engage your families, staff and others.

In early 2019, **eSchoolView** joined forces with **EMS LINQ, Inc.** (headquartered in Wilmington, NC) to offer a more comprehensive and integrated Education Resource Management Solution for schools. **EMS LINQ, Inc.** has been in business for almost 30 years, serving the K-12 educational field with a variety of Education Resource Management products, and employs a staff of over 200 highly qualified team members. **EMS LINQ, Inc.** brings our products and **LINQ Solutions** together for our customers to meet the needs of our K-12 community. The scope of services defined in this RFP will be developed and supported through our Columbus, Ohio, office.

EMS LINQ, Inc. is a multi-national company headquartered in Wilmington, North Carolina, which develops, markets and supports K-12 administrative software. Our company has been exclusively servicing K-12 schools since it was founded. With a rich 30-year history working together with K-12 districts, **EMS LINQ, Inc.** looks forward to sustained growth and partnerships within the K-12 community as we continue to enhance and adapt our solutions based on the needs of our customers.

EMS LINQ, Inc. brings our products and **LINQ** solutions together for our customers to meet the needs of our K-12 community.



EMS LINQ, Inc. is the corporate office/entity providing the following **LINQ** solutions:

- **eSchoolView—Digital** (education websites, mobile apps, notification system, and more)
- **Meals Plus—Nutrition** (Point of Sale, Free & Reduced, Accountability, Inventory, Menus, and more)
- **ISITE—Nutrition Digital** (Menu Boards, Apps, Nutritional Information and more)
- **LunchApplication—Nutrition Online Applications**
- **K-12PaymentCenter—Payments** (Meal Payments, School Fees and more)
- **LINQ Financials—ERP and Charter** (Payroll, Fund Management, Human Resources, Budget Builder, and more)
- **Registration Gateway—Documentation** (Online Form Management, Enrollment and more)

Michael Maloney will be your point of contact for this project.

- Address: 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412
- Telephone: 888.932.6460 ext. 425
- Email: mmaloney@linq.com

1.2 Size

EMS LINQ, Inc. is a nationally known company that is currently implementing all of the DoDEA Schools worldwide.

We have approximately 200 employees and (3) three main offices.

Corporate Headquarters

EMS LINQ, Inc.

2528 Independence Blvd., Suite 200

Wilmington, NC 28412

P: 800.541.8999

F: 910.799.5427

Email: info@linq.com

Ohio Office:

eSchoolView

240 N 5th Street, Suite 200

Columbus, Ohio 43215

P: (888) 932-6460

California Office:

ISITE

1 Technology Drive

Building J Suite 703
Irvine, CA 92618

1.3 Signatory

Matt Muller, Chief Revenue Officer of **EMS LINQ, Inc.**, is the signatory for this project.

- Address: 2528 Independence Blvd., Ste. 200, Wilmington, NC 28412
- Telephone: 910.795.1943
- Email: mmuller@linq.com

1.4 Implementation Planning Team

eSV will provide a technologically sophisticated and experienced set of team members to facilitate the development of this project from start to finish, and ongoing support.

Douglas County School District 0001 (OPS) will have a dedicated team assigned specifically to your district to include a project manager, creative design director, customer success manager, account executive, technical director, and a team of training and support specialists.

Implementation Director

Your dedicated **eSV Implementation Director, Andrew Erdman**, will lead the project working closely with **CRCS**D throughout the implementation process. Andrew received his BBA from Ohio University and has over 10 years of experience leading the successful launches of hundreds of school websites. An expert in digital implementation, project management and customer success, Andrew will work closely with your district and the **eSV** design team and developers to ensure your user experience is exceptional.

Art Director

The **eSV** design team, led by our **Art Director, Josh Minto**, will provide **CRCS**D with personalized consultations, working side-by-side with the **eSV** development team. Josh graduated *summa cum laude* with a BFA from Columbus College of Art and Design. Over the past seven years, he has created over 600 custom web designs for **eSV** clients nationwide. The end result will be an innovative and custom design, uniquely created for your district.

Customer Support Manager

In addition, our team of experienced training and support specialists will guide you through the launch of your new website. These initiatives will be led by **Melissa Orahood**, our **Customer Support Manager**. Melissa studied Human Resources and Graphic Communications at Columbus State and has more than a decade of customer service and training experience—she is armed with the skills needed to provide your team the quality service you expect. Our experts will ensure your training and onboarding is effective, efficient and easily understandable. We adjust the speed and content of each training to help your employees get the most out of every session, regardless of technical ability.

1.5 Insurance

EMS LINQ, Inc. is insured through The Hartford, Business Service Center, 3600 Wiseman Blvd. San Antonio, TX 78251 with the following coverages:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				06/24/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER PAYCHEX INSURANCE AGENCY INC 78210782 150 SAWGRASS DRIVE ROCHESTER NY 14620		CONTACT NAME: PHONE (800) 472-0072 FAX (585) 389-7894 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A: Sentinel Insurance Company Ltd.		11000			
		INSURER B: Hartford Fire and Its P&C Affiliates		00914			
		INSURER C:					
		INSURER D:					
		INSURER E:					
		INSURER F:					
INSURED EMS LINQ, INC. 2528 INDEPENDENCE BLVD STE 200 WILMINGTON NC 28412-2591							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
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.							
INSTR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			78 SBW BF2913	07/01/2019	07/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$4,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			78 SBW BF2913	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			78 SBW BF2913	07/01/2019	07/01/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	78 WBG AB3KWY	03/12/2020	03/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	FAILSAFE TECHNOLOGY E OR O			78 SBW BF2913	07/01/2019	07/01/2020	Each Glitch Aggregate \$2,000,000 \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Those usual to the Insured's Operations.							
CERTIFICATE HOLDER EMS LINQ INC 2528 Independence Blvd Ste 200 Wilmington NC 28412				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>			

2.0 Experience

EMS LINQ, Inc. has 30 years of proven success, providing complete system implementations; software integration; staff and technical training; and excellent on-going software, and customer support. Throughout the duration of the project, the **EMS LINQ, Inc.** team will deliver the highest level of quality, professionalism, and results from the product, and the development and implementation of services.

eSchoolView, a **LINQ** solution, is excited to have the opportunity to respond to **Douglas County School District 0001 (OPS)**'s Request for Proposal for website design with content management and web hosting.

At eSchoolView, our customers come first—always. For us, that is more than just something we say. Our employees are great at their jobs and truly love their work. Combine that with the fact that we are more like a family than just people sharing office space, and you can see why we care so much about what we do. That's why when you call in with a question or need help, you will get one of us on the phone quickly. We are always happy to help and strive to do everything we can for you.

eSchoolView has grown substantially from its original start as a small company led by two entrepreneurs in a modest space in Columbus, Ohio, to a corporation with multiple locations.

eSchoolView is staffed by a team that prides itself on quality, variety, design innovation and ease of use. This clear focus has led to numerous awards for the **eSchoolView** design team and many of our users for their websites, both at the state and national level. We remain highly committed and 100% focused on K-12 schools and educational groups.

We **put the customer first** from product design to implementation to industry-leading customer care. We understand that running a school system is complex and complicated, and tighter budgets and increased state and federal mandates are increasing the complexity. While we cannot change the scope of your operations, you can manage **Douglas County School District 0001 (OPS)**'s communication with greater efficiency with **eSchoolView's** content management system and other communication software solutions.

2.1.1 ADA Compliance and Monitoring

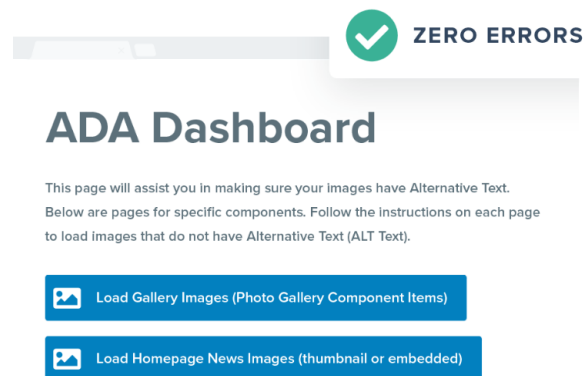
Just as in the classroom and in business, technology has changed substantially, so has our technology progressed immensely from the original concepts for website development, apps and mass notification systems. We were ahead of the industry in developing and launching fully Americans with Disabilities Act (ADA) compliant school websites – providing our customers with ADA compliance tools built right into the CMS. One of the most popular ADA features we offer is the ability for your users, with a click, to convert your PDF documents into RTF (Rich Text Format)—ensuring your public-facing documents on the site are accessible to all. We delivered ADA staff development to districts across the country before most even realized its importance.

eSV has been sought out by school districts and educational agencies using other vendor solutions in order to bring their websites in ADA compliance. We deliver on the promise to always be known as the vendor school districts can rely on! Recently, a Virginia district (who was not our current website customer) came to us to develop a ‘Train-the-Trainer’ program to deliver OCR-required professional development to ensure their 2,000 + staff members were properly trained.



We delivered ADA staff development to districts across the country before most even realized its importance. We can provide, if requested at an optional additional price, ADA compliance training for your staff. This training can be delivered virtually or onsite. This training is not included in the proposed pricing for this RFP.

We provide school districts using our CMS with an Annual ADA Scan and Monitor Service. Our team of ADA experts will work with **Douglas County School District 0001 (OPS)** identified personnel to understand and resolve areas of non-compliance.



2.1.2 Scalability

Like all of our products, we scale to your district. We work with school district's with as few as 100 students to those with over 101,000 students. Our products are easily scalable, intuitive and user friendly. Our custom-designed websites meet the unique needs of every school district. We realize that every district has a unique brand and style – one size doesn't always fit all. Our team of highly-qualified experts work with your district to ensure your brand needs are

fully realized in your website. Our websites are designed to enhance your district's engagement with families, staff and community.

2.1.3 Industry Leader

We are recognized as an industry leader in the field because we've expanded our product offerings to meet our school districts' needs, always listening carefully and being ahead of the curve. **LINQ** is the first company to deliver a full suite of integrated solutions, including analytics, to manage K-12 operations at the district and school level. That means all the products in the **LINQ** family talk to each other, making your operations far more efficient.



EVERYTHING IN ONE PLACE!

We offer school districts a full wide-ranging platform of software solutions, all developed specifically for schools – a truly comprehensive solution! We help our districts save time and money with systems that can all work together, which eliminates redundancies of content input by your staff and multiple platforms to log-in to, resulting in your district's resources being protected and utilized as they were meant to be – enhancing student learning.

One of our greatest strengths that sets us apart, just as when we started, is providing the most exceptional customer service and support to our school districts. In 2018, we handled over 18,572 support calls with a 97% timeliness satisfaction rating. Your time is important – we've got you covered.

Our customer retention rate speaks to how we are different from most with over 98% of customers choosing **eSchoolView** as their continued vendor of choice.

Innovative, Supportive, Focused on your School District—eSchoolView is a recognized and trusted industry leader—the right solution for over 1,500 districts in 43 states.

2.2 References

The five references noted below were primary contacts for the launch of their new school/district sites, training of staff, and implementation of new software solutions for their school districts. Each customer established their desired implementation timeline. The **eSV** team—including the dedicated project manager—worked side-by-side with them to ensure all target dates were met.

Ken Derksen, Director of Communication, Wayne County Schools

2001 E. Royall Avenue | Goldsboro, NC 27533

Phone: 919.705.6125

<http://www.waynecountyschools.org/>

Products Used: AD/LDAP, ADASystem, eSV2Go, -Scan Monthly, Content Management eSVShare, Instant Connect, Mobile Suite

Kelly Avants, Chief Communication Officer, Clovis Unified School District

1450 Herndon Avenue | Clovis, CA 93611

Phone: 559.327.9093

<https://www.cusd.com/>

Products Used: ADA, eSVShare, Instant Connect, Scan, Content Management System, eSV2Go, Mobile Suite

Karen Truett, Director of Communications, Upper Arlington School District

1950 Mallway Drive | Upper Arlington, OH 43221

Phone: 614.487.5007

<http://www.uaschools.org/>

Products Used: ADA-Scan Annual; Content Management System; eSV2Go

Ryan Satterfield, Technology Director, Pike County Career and Technology Center

P.O. Box 577 | Piketon, OH 45661

Phone: 740.289.2721

<http://www.pikectc.org/>

Products Used: Content Management System, School Store

2.3 Recent Design and Development Samples

These designs are responsive and completely unique to the districts' individual needs.



[Upper Arlington School District](#)



[Clovis Unified School District](#)



[Walton County School District](#)



[Wayne County Public Schools](#)

awards



2014, 2015, 2016, 2017—INC. 5000

For the fourth consecutive year, **eSchoolView** is one of the country's fastest growing private companies.

2018—MUSE AWARDS

Beachwood City Schools, The Anthony School

2017—GEORGIA CHAPTER OF THE NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION

Walton County Schools' website, 2017 Gold Award of Excellence, received a perfect score.

2018—VEGA DIGITAL AWARDS

Auburn Career Center, Tolles Technical Career Center, Upper Arlington Schools, Bloomfield-Mespo Local Schools District, St. Ursula Academy.

2017—VEGA DIGITAL AWARDS

St. Ursula Academy in Cincinnati, Arcturus Award, selected from more than 1,500 submissions from 32 countries.

2017—WEB MARKETING ASSOCIATION

Chagrin Falls Schools, 2017 Best Education Website.
West Allegheny Schools, 2017 Education Standard of Excellence.

2017—PA CHAPTER OF THE NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION

Pennsbury Schools website, 2017 Award of Excellence.

2017—GEORGIA CHAPTER OF THE NATIONAL SCHOOL PUBLIC RELATIONS ASSOCIATION

South Central Ohio Educational Service Center, 2017 Mark of Distinction.

2017—BEST OF COLUMBUS

eSchoolView, Best Software Company, fourth consecutive year, qualified for the 2017 Columbus Business Hall of Fame.

2015—CIO REVIEW

Awarded one of the 50 most promising Education Tech Solution Providers.

JUNE 2014—BUSINESS FIRST CORPORATE CARING

The prestigious annual award was presented to **eSchoolView** as an honoree for making significant contributions to others in 2013.

APRIL 2014—EDTECH DIGEST'S COOL TOOL – FINALIST

eSchoolView's automated alert system **Instant Connect**, as well as the innovative hybrid approach to the **Mobile Suite**, earned national recognition as excellent communication solutions for schools.

3.0 Providing Required Services

eSchoolView is confident in our ability to provide all of the services required by the RFP.

3.1 Website Development and Implementation Program

3.1.1 Approach

All eSchoolView websites are custom designed and branded to align with **Douglas County School District 0001 (OPS)**'s specific needs and requirements and are all fully mobile responsive. eSV CMS includes a variety of built in features including blogs, surveys, photo galleries, video galleries, an intranet with password and forms. Our CMS includes several features for users to easily upload multimedia presentations to allow viewers the optimal experience.

We fully integrate with active directory, allowing you to determine what pages/sections your staff has access to post and update content. In addition, we provide full tracking of who posted what and when—down to the time—providing you with the breadcrumb trail to see where and when content was posted/updated.

All authorized users will have the ability to log in from any device – allowing them flexibility to work from different locations—no need to be tied to your office desk to add or update content.

The eSV CMS will allow **Douglas County School District 0001 (OPS)** to create individual school websites, teacher pages, as well as a the District main websites with all features/sections noted below. In addition, eSV's CMS will allow the district to select how individuals can access these sections down to the page level—access is 100% granular.

The following is an example of what **Douglas County School District 0001 (OPS)** might include by site and on the individual school sites. You can add or delete with ease any sections as you need, create new drop-down menus, and reorder content by simply dragging and reordering.

District Website	Campus Websites
Individual School Buildings	Dynamic Calendar
Dynamic Calendar	Events/Activities
Dynamic Staff Directory integrate with LDAP	Guidance Department/Building Specific Sections
Career Education Plans	Booster and Support Groups
Quick Links	Adult Medical Enrollment
E-Newsletter	Campus-Specific Activities
Frequently Asked Questions	Lunch Menus

Campus Satellite Site Links	Daily Announcements
Departments	Quick Links – Global Icons
News & Social Media Hub	Parent/Student Resources
Careers – Employment, HR/Job	Contact Us – Directory/Tip Line
Resources – Registration / Enrollment	Tech Showcase Sign Up
Superintendent’s Message	Documents/Policies
Staff Sign In	Student Handbooks
Contact Us – Directory/Tip Line	Parent, Staff, Student Sign In
About Us	Community Resources
Employee Resources Links	

3.1.2 Websites Launched

Websites Launched in the Last Three Years

1. Indian Hill Exempted Village School District (OH) <http://www.indianhillschools.org/>
2. Otsego Northern Catskills BOCES (NY) <http://www.oncboces.org/>
3. Madrid-Waddington Central School (NY) <http://www.mwcsk12.org>
4. New Lexington Athletic Site <http://www.newlexsports.org/>
5. Liberty-Benton Local Schools <http://www.liberty-benton.org>
6. Millcreek-West Unity Local School District (OH) <http://www.hilltop.k12.oh.us>
7. Academy of Tucson Schools (AZ) <http://www.academyoftucson.com>
8. Hancock Central School District (NY) <https://www.hancock.stier.org/>
9. Jackson Center Local Schools (OH) <http://www.jctigers.org/>
10. Summit Educational Service Center (OH) <http://www.summitesc.org/>
11. Mapleton Local Schools (OH) <http://www.mapleton.k12.oh.us/>
12. Brookwood Academy (OH) <http://www.brookwoodcolumbus.org/>
13. Fairfield Union Local School District (OH) <http://www.fairfieldunion.org>
14. Stark County Catholic Schools (OH) <https://www.starkcountycatholicschools.org/>
15. Clovis Unified School District (CA) <https://www.cusd.com>

Website Redesign Launches—Q4 2019

1. Fairfield Community Schools <http://www.fairfield.k12.in.us>
2. West Geauga Schools <http://www.westg.org>
3. Tecumseh Local Schools <http://www.tecumseh.k12.oh.us>
4. Lake County ESC (now Western Reserve ESC) <http://www.lcesc.k12.oh.us>
5. Rocky River <https://www.rrcs.org>
6. North Royalton <http://www.northroyaltonsd.org>

7. Washington Courthouse <http://www.wchcs.org>
8. Huron City Schools <http://www.huronhs.com>
9. Keystone Oaks <http://www.kosd.org>
10. North Fork <http://www.northfork.k12.oh.us>
11. Pleasants County <http://www.pleasantcountyschools.com>
12. Chardon <http://www.chardon.k12.oh.us>
13. Deposit <https://www.depositcsd.org>
14. Harrison Hills <http://www.hhcsd.org>
15. Mount Prospect <https://www.d57.org>
16. Union Endicott <https://www.uek12.org>
17. Graham Local Schools <http://www.grahamlocalschools.org>
18. Teays Valley <http://www.tvsd.us>
19. Southington Local Schools <http://www.southington.k12.oh.us/>
20. Midview <http://www.midviewk12.org/>
21. North Hills <https://www.nhsd.net/>
22. Rich227 <http://www.rich227.org/>
23. Plum Borough <https://www.pbsd.net/>
24. Diamond Lake <https://www.dist76.org/>
25. Pottstown <https://www.pottstownschoools.org/>
26. Miami Trace Local School District <http://www.miamitrace.k12.oh.us/>
27. Chenango Forks <https://www.cforks.org/Default.aspx>
28. Northmor Local School District <http://www.northmor.k12.oh.us/>
29. Walton Central School District <https://www.waltoncsd.org/>

New Website Redesign Launches—Q4 2019

1. State Support Team Region 5 <https://www.sstr5.org>
2. Lorain City School District <https://www.lorainschools.org>
3. Four County Career Center <https://www.fourcounty.net>
4. Logan Elm Local School District <https://www.loganelm.org>
5. State Support Team 11 <https://www.sst11.org>
6. Union Local School District <https://www.ulschools.com>

3.1.3 Accessibility and Responsiveness

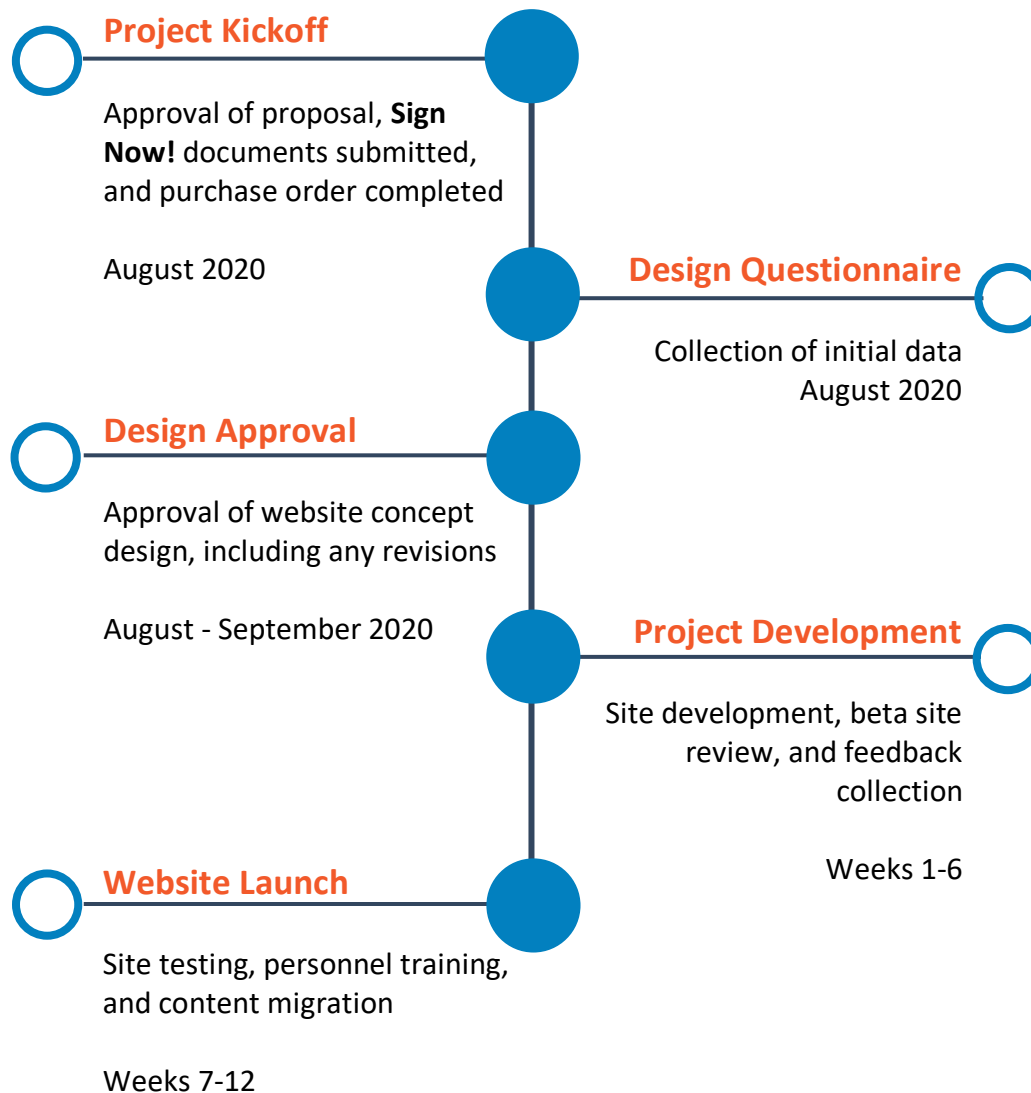
The eSchoolView CMS incorporates and allows you to modify pages/sections to be fully responsive—the framework our team of developers has built into the CMS. This includes the design of the District website so it looks and works properly on a range of different devices—particularly mobile phones and tablets as well as desktops and laptops well, including the pixel density of the display.

3.1.4 Project Schedule

eSV proposes a maximum 10 to 12-week timeframe to engage with the District staff in the design of a new website, migration of all appropriate content, training of appropriate staff, and development of a plan to announce the new site to the district's community. If the process is started in August 2020, eSV is comfortable that a completed fully customized website design

with full migration of content and training of staff will be completed with a project premier to **Douglas County School District 0001 (OPS)** by November 1, 2020.

eSV can only be responsible for adhering to the timetable below if **Douglas County School District 0001 (OPS)** staff provides the information necessary when requested and continued cooperation throughout the process.



3.1.5 Development Information

eSV employs a custom project management methodology to its development process based upon the *Microsoft Solutions Framework* for Agile Development. This approach is geared toward the fast development of features for customer review and revision. With this approach, our clients can quickly see results and better steer the process being used to develop applications.

During development of your new site, you will have access to a beta site to review the development of features and provide feedback on what has been built. This site could be accessed using a private Internet address and may only be accessed by designated employees of your organization.

3.1.6 Design Questionnaire

eSV's process begins with a **Design Questionnaire (DQ)** to understand **Douglas County School District 0001 (OPS)**'s desired design features, colors, logos, mascots, etc., in the new website. Before the DQ is returned, eSV begins the internal process to set up the new site and begin content migration. eSV allocates appropriate personnel time dedicated to the District to ensure the project stays on task and assigns a lead project manager responsible for all interaction with **Douglas County School District 0001 (OPS)**. This project manager will remain as the primary contact person for **Douglas County School District 0001 (OPS)** throughout the design process and even into the ongoing support for the future.

Once the DQ is completed and returned, the lead designer will schedule a conference call to review the DQ with **Douglas County School District 0001 (OPS)** personnel to ensure eSV fully understands the type of design **Douglas County School District 0001 (OPS)** desires. Any requested modifications or changes will be made to the design. **Douglas County School District 0001 (OPS)** will sign off on the final design after you are fully satisfied with the look and feel of your new site.

From this conference call, a beta site is developed usually within a four-week period that includes the features that were described in the DQ. This beta site is then shared with district personnel, and a collaborative/iterative process continues until **Douglas County School District 0001 (OPS)** personnel is satisfied with the development.

3.1.7 Beta Site

In a district like **Douglas County School District 0001 (OPS)**, eSV would typically start with **Douglas County School District 0001 (OPS)** main page and build out the designs (i.e., adult programming, multiple campus sites). As eSV incorporates recommended changes to the beta design, eSV would begin to migrate content. As one section of the site is moving forward, the next site main page would have a beta version created. In this way, eSV developers can continue to move forward on the site in an incremental and measurable fashion. The design phase will typically take four to six weeks, depending on the response time of **Douglas County School District 0001 (OPS)** personnel to developer questions and feedback.

Since content is being moved throughout the development process, it usually takes two to four additional weeks after the final design is approved to migrate any remaining content.

3.2 Website Hosting Criteria

eSV provides a secure, cloud-based hosting solution that includes firewall, mitigation, encryption, and identity and access control.

eSV uses CloudFlare to monitor in real-time and diagnose any potential problems with our school websites to mitigate DDoS attacks. Our CMS features the cloud-based Software as a

Service (SaaS) solution. We recognize the importance your website has on your communications. eSV service is expected to be available 24/7. Any planned maintenance or service requiring the system to be temporarily unavailable will be announced in advance and performed at off-peak hours, typically after midnight EST. Current system performance indicates the system is operational 99.9998% of the time and is guaranteed by Cloudflare (www.cloudflare.com).

User experience and usability testing Information architecture Website hosting, development and deployment Programmed for maximum digital marketing capabilities based on current marketing trends.

We fully integrate with the following web browsers, allowing optimal viewing for your school website: Internet Explorer, Microsoft Edge, Firefox, Google Chrome, Edge, Opera, Android, Samsung Internet, and Safari. We continuously monitor upcoming browser and operating systems to ensure your website will display quickly and allow for the best user experience.

EMS LINQ, INC., Inc.'s Backup Policy document defines the backup policy for Customer Data within **EMS LINQ, Inc.'s** Software as a Service ("Service") environments. The systems within those environments are typically servers but are not limited to servers.

Purpose

This policy is designed to protect Customer Data to help ensure that it is not lost and can be recovered in the event of an equipment failure or disaster.

Scope

This policy applies to all equipment and data owned and operated by **EMS LINQ, Inc.**

Timing

Full database backups are performed once per week and differential backups are performed once daily.

Database Transaction Log backups are performed at three (3) hour intervals.

Full-file system backups are performed once per week, and differential backups are performed once daily.

Testing

The ability to restore data from backups shall be tested at least once per calendar quarter.

Data Backed Up

Data to be backed up includes the following information: One (1) database.

Retention

Backup data is retained for a period of two weeks. After such time the expired data is overwritten.

Methodology

EMS LINQ, Inc. utilizes a fully managed backup and recovery system built on a *CommVault Solution*. The *CommVault Solution* consists of network storage devices located separately from the database servers which are being backed up. The backup devices are connected on a

separate network transmission infrastructure to ensure fast data transfers and to limit network degradation while backup and restore operations are being conducted.

Certain Definitions

- **Backup**—the saving of files onto mass storage media for the purpose of preventing loss of data in the event of equipment failure or destruction.
- **Restore**—the process of bringing off-line storage data back from the offline media and putting it on an online storage system such as a file server.

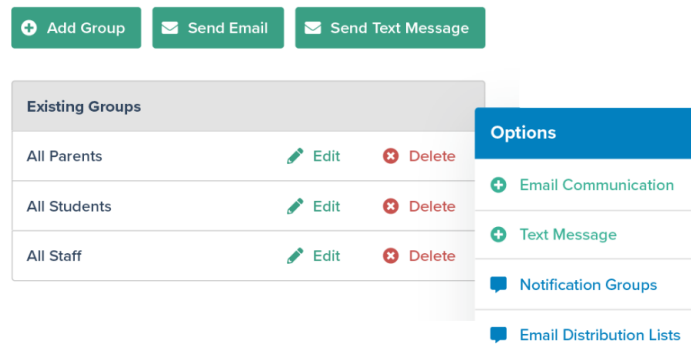
eSV acknowledges **Douglas County School District 0001 (OPS)**'s ownership in its data.

3.3 Required Features of the Website, Staff Portal and Mobile Application

The project is required to include the following:

- **Announcement Section**

eSV administrators can create lock down banners or block pop-up notification announcements that can be set for immediate or with predefined start and end dates. The banner can also have a color background selectable by the administrator to catch the eye of the visitor. This communication can also be broadcasted out via email and/or text message to visitors that opt-in to these messages. eSV will migrate any or all of your existing content from your current website—making the transition easy and seamless for you and your district. eSV does not use any plugins.



With a simple click, you determine where you would like the posts, including news articles, photos, and announcements to appear across your entire site. You see your updates before you post for public viewing – allowing you to make changes as needed. No need to log in and out of multiple sites. Everything is contained within the CMS for all of your school campuses.

- **Timely News Stories**

The eSV CMS includes a number of components including a blog feature. This feature can be styled and branded and will allow a platform for an individual or a group of authors to participate and share comments, viewpoints, *information, and responses*.

The **eSV** CMS offers a variety of components including the news article component. You will be able to choose how many articles you would like displayed, set visible dates, add photos/videos, and most importantly search for news articles in the news library. In addition, our CMS includes a weekly electronic newsletter subscription. This weekly auto-generated newsletter will include any news articles as well as upcoming events. Users can elect to receive opt-in notifications through either email or text messages for instant notification.

- **Calendar Feature**

eSV provides our own dynamic calendar management tool built in to the **CMS**, but we also integrate with iCal, Google, Schedule Star and others. Interactive calendars allow users to view events and subscribe to your school or district's calendars. You can include calendars for general events, athletic teams, parent groups and student clubs. Calendars can be sent to our Content Management team in any format if manual entry is required or set up for automated importing and updating from a 3rd party calendar system that supports iCal. In addition, included in our CMS is a weekly autogenerated newsletter that will include any upcoming events and news articles. Users can elect to receive opt-in notifications through either email or SMS text messages for instant notification.

Our platform offers robust content management capabilities that allow for little or no technical skill for editing, with deep structural editing capabilities for advanced programmers. With very little training, non-technical as well as advanced users can master the addition of web page content.

- **Sites Connected to District Site**

Individual school and department sites will be connected with the overall OSP website. School sites will have their own domain and have their own customized content, with the ability to share information across sites.

- **Common Layout**

All **eSV** websites are custom designed specifically for **Douglas County School District 0001 (OPS)**. Utilizing our exclusive **Design Questionnaire**, we will create the look and feel you want, including all of your specific branding elements. We can create template options for your departments, specialty sites, and school sites.

- **Multiple Features Included on Website Pages**

The **eSV CMS** incorporates a number of tools including the ability to easily crop and post photos or images on your new site. No additional photo-editing software like Photoshop is required—everything can be done in the **eSV CMS** with a few quick clicks. In addition, preset photo sizes can be established for page header galleries and news articles—allowing for consistency and ease of use, allowing you to crop and resize any **image** to the exact pixels or proportion you specified and reduce the file size significantly without losing quality.

The **eSV CMS** prompts you to add the required ALT text for all photos you upload. No more photos on your site without ALT text.

The **eSV** CMS includes over 20 different components including a Media Library, or Video Gallery. Our system includes a feature to optimize your videos to enhance for your end users maximum experience. We include unlimited storage for videos (with a limit of 1 GB per video) for end users. If you have a video that is greater than 1 GB, you can contact our team to get this on your site.

You also have the ability to easily embed video and social media and integrate to designated 3rd party applications selected by **Douglas County School District 0001 (OPS)**.

One of the most popular ADA features we offer is the ability for your users, with a click, to convert your PDF documents into RTF (Rich Text Format) – ensuring your public-facing documents on the site are accessible to all. We delivered ADA staff development to districts across the country before most even realized its importance.

We fully integrate with active directory, allowing you to determine what pages/sections your staff has access to post and update content. In addition, we provide full tracking of who posted what and when—down to the time—providing you with the breadcrumb trail to see where and when content was posted/updated.

- **Content Displayed in Multiple Places**

eSV websites have the ability for content to be placed in one section and displayed in multiple places, allowing content to be edited in only one location.

- **Responsive Design**

The **eSV** CMS incorporates and allows you to modify pages/sections to be fully responsive—the framework our team of developers has built into the CMS. This includes the design of **Douglas County School District 0001 (OPS)** website so it looks and works properly on a range of different devices—particularly mobile phones and tablets as well as desktops and laptops. The most obvious factor is screen size, but there are other factors incorporated as well, including the pixel density of the display.



- **WYSIWYG Editor**

Our CMS includes a feature called **Liquid**. Our innovative CMS features a grid-based layout. Combined with **Liquid**, this layout provides users with greater flexibility with page layout and design. With **Liquid**, you can easily move content by simply clicking and dragging. Fast, efficient and intuitive.

- **Language Translation**

All of the features and content of your school or district's website are accessible in over 20 languages including Spanish, French, Arabic, Chinese, Filipino, German, Hebrew, Hindi, Italian, Korean, Polish, Portuguese, Russian and Vietnamese.

- **Emergency Alerts**

We offer multiple options including school closing and announcements with three different options for display—lockdown, pop up and by page or section display. In addition, you can create in advance—and only use/display as you determine an emergency home page.

- **Easily Maintained and Updated**

We offer a variety of options for navigation, including the ability to tab or arrow to move/navigate throughout the sites. Authorized users will have the ability to add and update menu dropdown lists.

The **eSV** design team will work with **Douglas County School District 0001 (OPS)** to align and incorporate your specific navigation needs into your new website. We offer multiple designs and options to optimize user experience with related to site navigation on your website. Simply put, menu navigation exists to help us find content and it should be simple and intuitive.

The primary navigation on your site should stand out and be consistent throughout the entire site. Typically, a main menu will sit along the top of the page in the center or aligned to the left or right of the page. One standout feature is built right into the content management system. The **eSV** content management system will allow **Douglas County School District 0001 (OPS)** to incorporate the option for mega menus – allowing the dropdown content to display horizontally for enhanced user experience. When your website is launched, you along with your users will be to easily navigate the site and locate desired content with the minimum number of clicks.

- **Internal Section**

We help our districts save time and money with systems that can all work together, which eliminates redundancies of content input by your staff and multiple platforms to log-in to, resulting in your district's resources being protected and utilized as they were meant to be – enhancing student learning.

The **eSV** CMS includes a variety of built in features including blogs, surveys, photo galleries, video galleries, an intranet with password and forms. Our CMS includes several features for users to easily upload multimedia presentations to allow viewers the optimal experience.

- **Parent App**

The supplemental parent app can display notifications, provide features linked to the **OSP** website, and include calendars, news features, and social media.

- **Parent Access Ability**

eSV webpages include parent, staff, student sign in.

- **Search Engine Optimization**

Our team is continuously striving to provide our over 1500 customers with the best website environment—uniquely designed for **Douglas County School District 0001 (OPS)**. We work side-by-side with all of our customers to ensure that your current goals and expectations are being met—including maximizing your website for Search Engine Optimization (SEO).

Search Engine Marketing (SEM) includes both SEO and can also include Pay-Per Click (PPC) campaigns. You can direct both of these strategies to direct traffic to **Douglas County School District 0001 (OPS)**'s websites, blogs or other specific pages—for example new student enrollment. Our system will align with your goals to optimize your website to garner the results you are seeking in an organic search of your school site.

- **Social Media Integration**

Social Media Hubs are our specialty. You tell us what social media you would like incorporated, and we will develop a social media hub on your website—increasing your followers and presence. No need to log in to multiple places to post your news. It can be done seamlessly inside of the CMS.

We can fully integrate with all social media platforms, incorporate Google Analytics on your site and offer a built-in communication tool—creating a weekly auto-generated newsletter for your stakeholders, and with specific systems **eSV** can fully integrate with use of API's.

We offer a variety of ways to integrate and display social media on **Douglas County School District 0001 (OPS)** and campus specific websites, from a Social Media Hub to the display of traditional social media icons—we've got you covered.

- **Content Expiration Dates**

The **eSV CMS** allows you to set start and end dates for articles/content to appear on your sites. You can preset dates in advance as well. All articles are archived. If you have a recurring event/article, you can simply change the dates and make any needed changes, allowing the content/post to be visible to the public as you like.

This feature allows you to preset dates for articles, photos, school closings, and alerts to be viewed. These alerts are set in advance with the ability to include an expiration date for content to be visible to the public.

- **In-Site Search**

Our CMS includes a **Search** feature, allowing your website visitors the ability to easily find the information that they are looking for.

All **eSV** websites are designed to be fully optimized and include a site search map. Our site maps include a list of pages on your website. Our designers incorporate a structured site map during the development of your site (including hierarchical) including the list of all pages on your site.

All **eSV** websites include the ability for all sites/sections to easily add links or pages. Page hierarchy is easy to navigate. With our system, you will have unlimited storage – so adding new pages or content is not a problem.

- **In-Site Analytics**

Our **CMS** features dynamic staff directories that are auto updated by Open LDAP. In addition, our system has a form builder to create customized contact forms. Our **CMS** easily integrates with Google Analytics to track overall site traffic and trends.

- **Single Sign On**

The **eSV CMS** makes it easy for both your staff and end-users, saving time and resources. We integrate with LDAP – Active Directory – providing staff a single sign-on. Our CMS offers an online payment solution for your families/users, allowing them the opportunity to pay school fees, pay lunch fees, buy tickets to sporting/drama events, and purchase spirit wear. This results in no more checks and cash being collected at school, meaning **Douglas County School District 0001 (OPS)**'s resources are protected and utilized as they were meant to be—enhancing student learning.

- **Site Permissions**

The **eSV CMS** offers dynamic site navigation along with granular permissions and access down to the page level, based on your input.

- **Streaming Videos**

The **eSV CMS** includes over 20 different components including a Media Library, or Video Gallery. Our system includes a feature to optimize your videos to enhance for your end users maximum experience. We include unlimited storage for videos (with a limit of 1 GB per video) for end users. If you have a video that is greater than 1 GB, you can contact our team to get this on your site.

You also have the ability to easily embed video and social media and integrate to designated 3rd party applications selected by **Douglas County School District 0001 (OPS)**.

- **Mobile App Integrations**

LINQ software offers easy integration with many programs and applications used by schools/districts today across the county, including but not limited to Infinite Campus.



- **Staff Directory**

You can include a visible staff directory including information you identify such as name, email, telephone number and even a staff photo.

- **Common Technology Platforms**

We fully integrate with the following web browsers, allowing optimal viewing for your school website: Internet Explorer, Microsoft Edge, Firefox, Google Chrome, Edge, Opera, Android, Samsung Internet, and Safari. We continuously monitor upcoming browser and operating systems to ensure your website will display quickly and allow for the best user experience.

- **ADA Compliance**

All **eSV** websites are built with WCAG 2.0 ADA Compliance at the forefront. **eSV** has a thorough understanding of ADA and COPPA. **eSV** has a four-prong approach to ensuring our clients sites are ADA compliant with WCAG 2.0 AA Standards and COPPA compliant. We guarantee that our sites when delivered for a "live" launch will be compliant with ADA WCAG 2.0 AA standards. Your site will be Section 508 compliant, and we also guarantee that **eSV** will correct any future noncompliance issues in the code that might develop as a result of changes to the non-content managed areas of the site controlled by **eSV**, or as a result of changes to ADA standards.

- **SSL Certificates**

eSV websites maintain SSL certificates.

- **Security and Access Controls**

eSV websites utilize industry best practices for web-facing security and access controls.

3.4 Website Look and Feel

eSV's process begins with a **Design Questionnaire (DQ)** to understand **Douglas County School District 0001 (OPS)**'s desired design features, colors, logos, mascots, etc., in the new website. A beta site is developed usually within a four-week period that includes the features that were described in the **DQ**. This beta site is then shared with **Douglas County School District 0001**

(OPS) personnel, and a collaborative/iterative process continues until **Douglas County School District 0001 (OPS)** personnel is satisfied with the development.

3.5 Structure and Navigation

Defining the organizational structure with **Douglas County School District 0001 (OPS)** will be an integral part of the scope of work. **eSV** shall work closely with **Douglas County School District 0001 (OPS)** to develop the final site organizational structure and provide recommendations.

3.6 Content Management and Workflow

We transfer all of the content from your current website over to our platform for you, maximizing your time and saving your staff precious time.

The **eSV** CMS has a number of ADA enhancements built in the CMS, including the WAVE tool for new pages, PDF converter to RTF, and ALT text requirement to upload photos. Our ADA enhancements in our CMS, along with our ADA Scan and Monitor service, supports standards outlined in WCAG 2.1.

The eSV CMS features front end editing – right from the home landing page of your website.

This feature allows your approved users to log in on the front end—rather than in the detailed back end. Allowing them to quickly edit by simply clicking on a pencil edit icon. This streamlines the work flow and is exceptionally easy for all users to update content in their designated areas/pages.

eSV uses CloudFlare to monitor in real-time and diagnose any potential problems with our school websites to mitigate DDoS attacks. We recognize the importance your website has on your communications. **eSV** service is expected to be available 24/7. Any planned maintenance or service requiring the system to be temporarily unavailable will be announced in advance and performed at off-peak hours, typically after midnight EST. Current system performance indicates the system is operational 99.9998% of the time and is guaranteed by Cloudflare (www.cloudflare.com).

Our customers love our Cloud-based Software as a Service (SaaS) solution.

Website administrators and editors will have remote access to the **eSV CMS**.

We provide high-quality initial training options, a minimum of two on-site, to support Douglas County School District (OPS) web managers. We also offer web conference training as needed.

The **eSV** CMS is designed for ease of use, from the least experienced user to the most advanced. Our training generally takes about one hour for your web managers. The training can be done virtually or onsite for your web managers. Our “train-the-trainer” model will provide customized instruction for your key site administrators. Build directly into the CMS are a number of features to support your questions, including a series of short videos and frequently asked questions. For those learners who are less visual, we offer FAQs with written descriptions of how to accomplish tasks within our CMS.

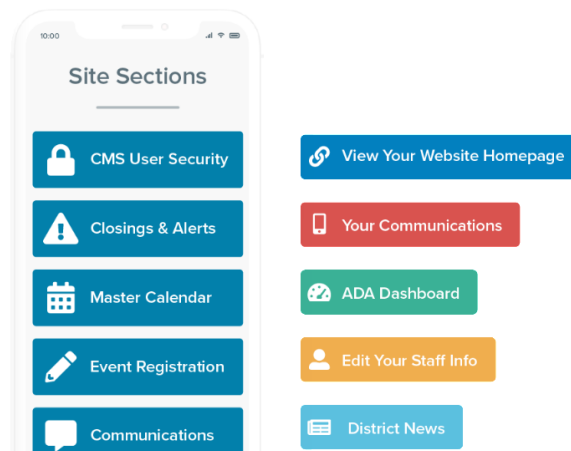
Our platform offers robust content management capabilities that allow for little or no technical skill for editing with deep structural editing capabilities for advanced programmers. With very

little training, non-technical as well as advanced users can master the addition of web page content.

We successfully virtually trained the team at Clovis Unified Schools, CA, for their 53 school sites.

CMS Website Management

We understand that website management must be intuitive and easy to use for all levels of users, and that your websites should always be easy to update from any device. Our **CMS** was built from the ground up, specifically for educational organizations. Our website/content management platform is fully scalable for districts with as few as 100 students to a district as large as DeKalb County Schools in Georgia with over 101,000 students. As your district adds new departments/campuses or schools, you simply add a new section to your website—all part of the ease of use of our system and with no additional fees.



eSV has a strong reputation in managing educational website design projects. Our team of experts will deliver expertise in the following areas including, but not limited to, the following:

Our team of experts will deliver expertise in the following areas including, but not limited to, the following:

- We offer fully custom-designed websites based on your feedback on the **eSV** DQ and during the design consultations—offering a unique design for your school district, incorporating artistic elements and **Douglas County School District 0001 (OPS)**'s brand styling elements. Based on your input, we will provide you with an initial design for your review, input and feedback.
- The **eSV** CMS will allow of your buildings, departments and teachers to have their own section within the website. All are accessed from one interface—no multiple logins required.
- We include full migration services—no extra fees. We will migrate any or all of your existing content from your current site. This process is smooth and easy—no interruption of service from your existing site while this is being done. Our team of

experts have successfully migrated millions of pages of content for school districts across the country.

- **eSV** will work with your team during the design phase to develop templates that meet **Douglas County School District 0001 (OPS)**'s brand guide for interior pages, schools and departments. You provide the input for your design, and we will deliver the site architecture and design that **Douglas County School District 0001 (OPS)** is seeking.
- **eSV** will provide all training and staff support, technical support, disaster recovery, Google Analytics, and a dedicated project manager required for your new site design and migration of content.
- The **eSV** CMS is scalable. You can easily add new schools or site sections as needed – no extra charge.
- **eSV** uses CloudFlare to monitor in real-time and diagnosis any potential problems with our school websites.
- The **eSV** CMS includes a variety of built in features that are easy to learn and use. Posting content and changing or adding photos can be easily accomplished by those with little or no experience. We provide you with the needed training to be successful.
- We fully integrate with all current social media platforms and can develop a district social media hub for your website.
- **eSV** will perform system administration duties including data backups, data restores and hardware and software upgrades. We often get requests for specific enhancements from our customers and build them into the platform. We routinely upgrade the CMS with enhancements – pushing them out to our customers quarterly – with no additional fees.
- **Douglas County School District 0001 (OPS)** will have ownership of all data posted to the website.
- Our websites have an uptime rate of 99.999%.

Your website is one of the most important resources you have to keep your public informed, and you have a great story to tell. Let **eSchoolView** help you maximize your web presence and increase community engagement.

eSV software is compliant up to 2 GB per file with unlimited file storage. If larger file size limits are required, our development team can look at expanding the restriction limit currently in place. Our CMS features dynamic staff directories that are auto updated by Open LDAP. In addition, our system has a form builder to create customized contact forms.

All of our websites are fully responsive, meaning they will automatically adjust to whatever device is used, including cell phones, tablets and laptops. As more people rely on their mobile devices for news and communication, expanding your web presence requires accessibility on mobile devices. Our responsive platform works on all mobile devices regardless of device and helps keep people connected to your website while on the go.

We provide Google Analytics for all our websites.

All **eSV** websites include Google Analytics, providing web traffic reports to monitor your visitors' habits and interests. Our team can work with designated **Douglas County School District 0001**

(OPS) personnel to help understand your team review/understand the reports and offer suggestions of best practices to optimize your school sites.

The eSV CMS includes scrolling slides that can link to News Articles or sites, if applied.

The eSV CMS offers a number of components including the ability to include a scrolling slide/photo gallery to link to Web Stories. All content added to the site includes the ability to feature delayed posting and automatic expiration dates.

Our CMS will include dropdown lists that are navigational by use of Tab or Arrow keys to ensure ADA Compliance.

All eSV websites are built with WCAG 2.0 ADA Compliance at the forefront. We offer a variety of options for navigation, including the ability to tab or arrow to move/navigate throughout the sites. Authorized users will have the ability to add and update menu dropdown lists.

The eSV CMS includes user-friendly URLs.

The eSV CMS will allow for the creation of user-friendly URLs that link to external sites.

The eSV CMS provides a Dashboard that includes adding Links and Pages.

All eSV websites include the ability for all sites/sections to easily add links or pages. Page hierarchy is easy to navigate. With our system, you will have unlimited storage – so adding new pages or content is not a problem.

Douglas County School District (OPS) Course Catalogs and Viewing

Douglas County School District 0001 (OPS) course catalog can easily be added to your website—allowing users to view current course offerings.

The eSV CMS allows users to have access to text (code) to give links text to ensure WCAG 2.0 AA ADA Compliance.

We got you covered when it comes to WCAG 2.0 AA ADA compliance. The eSV CMS includes the ability to provide links with names, along will designated users to view your site content in HTML code, as well as the built in WAVE tool.

Service is a priority—we provide prompt same-day responses to website issues and questions.

Service and support is KEY! We offer several different options including an online ticketing system for your inquires or requests. Our team will respond to your requests within 4 to 6 business hours. **Douglas County School District 0001 (OPS)** will receive same-day responses to any website issues or questions. We offer client support representatives that are dedicated to helping resolve website issues during business hours as well as outside of business hours (nights and weekends) to offer online and/or phone support as needed.

Authorized **District** personnel will be given direct contact information of the eSV developers and project manager responsible for the development of your site. In addition to our Service Level Agreement located within this proposal, we take great pride in helping our clients. All our employees have mobile devices that allow for communication to be received 24 hours a day.

Our support@eschoolview.com email address and toll-free number support lines are available to identified key **District** personnel for assistance from 8:00 a.m. to 8:00 p.m. EST. In addition, emergency afterhours support is available 24/7 to key **District** personnel.

In 2018, we handled over 18,000 support calls with a 97% rating. Your time is important—we've got you covered!

3.6.1 Content Management System (CMS)

Our Content Management System (CMS) and web-based software will help your district leaders ensure that timely and accurate information take center stage. Our experienced and creative team developed a platform that will transform your website into a two-way hub of communication.

Our **CMS** and education management software tools are easy to use. Training and continued support are provided for every client—with *no extra fees*.

eSV Features:

- Cloud-based Software as a Service (SaaS) solution
- Custom-designed, brand-specific sites with intuitive navigation
- Fully Mobile Responsive mobile platform
- Easy upload process for HD video, audio, high-resolution images and more
- Survey, form and quiz generator
- Web traffic reports to monitor your visitors' habits and interests.

Since 2008, **eSV** has been working with school districts across the country designing award-winning websites, customized apps and emergency and notification and messaging systems. The website, mobile app and emergency notification and messaging systems *all work together seamlessly*.

From project inception to project completion, **eSV** guarantees delivery of a highly qualified, dedicated project team that aligns will all aspects of the **Omaha Public Schools'** expectations and desired goals. We are confident in our ability to provide the **Omaha Public Schools** exactly what you are seeking in your new website.

We are known for our intuitive custom designs with both our websites and mobile apps, the ease of use, top-notch support, and personal attention to each client regardless of size, makeup, or services purchased from us. Our experienced and creative team developed a platform that will transform your website and mobile app into a two-way hub of communication. Our **CMS** is easy to use, and training and continued support are included with every contract.

Our CMS Platform Includes:

- Search feature, allowing your website visitors the ability to easily find the information that they are looking for.
- Translation tool. All of the features and content of your school or district's website are accessible in over 20 languages including Spanish, French, Arabic, Chinese, Filipino, German, Hebrew, Hindi, Italian, Korean, Polish, Portuguese, Russian and Vietnamese.

- Newsletter subscription and integrated email delivery feature. Included in our **CMS** is a weekly autogenerated newsletter that will include any upcoming events and news articles. Users can elect to receive opt-in notifications through either email or text messages for instant notification.
- Web pages should support RSS and notifications for registered users. **eSV** allows users to automatically receive news and events on their devices via RSS and iCal feeds.
- Scrolling marquees that can be updated as you wish with new information.
- A Script Window component that allows the user to embed any 3rd party scripts and/or to embed content through an iFrame/HTML code.
- Survey, form and quiz generator

CMS Features

The **eSV CMS** includes all functionality and features noted below as well as additional components and features including blogs, survey tools, a meeting scheduler, Alumni, the WAVE tool and the ADA Dashboard:

- ADA Compliance and Accessibility
- High Quality Functionality
- Responsive & Clean, Non-Cumbersome Design
- Translation
- Online Calendar
- Enhanced On-site Search Functionality
- Online Forms / Contact Us Form
- Media Room
- Photo Gallery
- Alerts / Announcements
- Video Library
- Social Media Integration – including Social Media Hub
- Analytics
- Individual School (8) and Teacher Websites (Unlimited)
- Web-based CMS Platform
- CMS Admin and User Roles/Permissions
- Web Publishing: Schedule to Publish
- District Admin Access to All Sites
- Consistent Brand Across All Sites
- Secure Site
- Staff Directory Integration
- Optional Email Functionality
- Search Engine Optimization
- Google Analytics

From project inception to project completion, **eSV** guarantees delivery of a highly qualified, dedicated project team that aligns will all aspects of **Douglas County School District 0001 (OPS)**'s expectations and desired goals. We are confident in our ability to provide **Douglas County School District 0001 (OPS)** exactly what you are seeking in your new website.

3.6.2 Website Features

We understand that website management must be intuitive and easy to use for all levels of users, and that your websites should always be easy to update from any device.

From project inception to project completion, **eSV** guarantees delivery of a highly qualified, dedicated project team that aligns will all aspects of **Douglas County School District (OPS)**'s expectations and desired goals. Our web-based **Content Management System (CMS)** platform is fully scalable for customers with as few as 100 students to customers as large as DeKalb County Schools in Georgia with over 101,000 students—and campuses just like yours with adult and high school programming.

We are known for our intuitive custom designs, ease of use, top-notch support, and personal attention to each client regardless of size, makeup, or services purchased from us. Our experienced and creative team developed a platform that will transform your website into a two-way hub of communication. Our **Content Management System** and education management software tools are easy to use, and training and continued support are included with every contract.

Website Highlighted Benefits:

- Affordable—no hidden costs
- All content migration included
- Average Return On Investment is 9 months
- Significantly improve stakeholder communications
- Effectively connect your staff with the community you serve
- Unique custom design catered to meet your needs
- Intuitive navigation that simplifies the web browsing experience
- Saves time and money by giving your staff the ability to add, modify or delete content 'on demand'
- Hassel-free software—no technical knowledge or additional staff necessary
- No special equipment or software required
- Five support options, including toll-free phone support based in Columbus, Ohio
- Average training time is 1.5 hours
- Secure software platform, including SSL technology
- Guaranteed 99.995% uptime
- Integrate the latest social media technologies to encourage community interaction
- Ability to upload 1GB files with unlimited storage
- Unlimited hosting and storage space
- Unlimited support for all **District** personnel is included

eSV has a strong reputation in managing educational website design projects. Our team of experts will deliver expertise in the following areas including, but not limited to, the following:

- Website redesign
- User experience and usability testing

- Information architecture
- Americans with Disabilities Act (ADA) compliance
- Website development and deployment
- Graphic design and support
- Website hosting
- Content strategy
- Social media integration
- Search engine optimization
- Responsive design
- Data migration services

We will migrate any or all of your existing content from your current website—making the transition easy and seamless for you and **Douglas County School District (OPS)**.

Our websites are highly scalable, currently supporting as few as 100 students to over 110K students. **eSV** service is expected to be available 24/7. Any planned maintenance or service requiring the system to be temporarily unavailable will be announced in advance and performed at off-peak hours, typically after midnight EST. Current system performance indicates the system is operational 99.9998% of the time and is guaranteed by Cloudflare (www.cloudflare.com).

3.7 Future Capabilities

A beta site will be developed that will include the features that were described in the **DQ**. This beta site is then shared with **District** personnel, and a collaborative/iterative process continues until **District** personnel is satisfied with the development.

In a district like **Douglas County School District 0001 (OPS)**, **eSV** would typically start with **Douglas County School District 0001 (OPS)**'s main page and build out the designs (i.e., adult programming, multiple campus sites). As **eSV** incorporates recommended changes to the beta design, **eSV** would begin to migrate content. As one section of the site is moving forward, the next site main page would have a beta version created. In this way, **eSV** developers can continue to move forward on the site in an incremental and measurable fashion. The design phase will typically take four to six weeks, depending on the response time of **Douglas County School District 0001 (OPS)** personnel to developer questions and feedback.

Douglas County School District 0001 (OPS) will be able to test future releases before they are published to the production site.

3.8 Additional Features

If you need our assistance with advertisements, we offer an add-on service that will help garner/procure advertising for your school site. If you are already working with a firm—we can integrate the advertising on your site.

See [Section 5.0 Optional Services](#) for more information.

3.9 Technical Infrastructure Requirements

The **EMS LINQ, Inc. Disaster Recovery Plan (DRP)** addresses the technical recovery in the event of a significant disruption. The DRP provides guidelines for determining plan activation, technical response flow, recovery strategy, and recovery procedures. The objectives of the plan are to immediately mobilize a core group of team members to assess and prioritize the recovery process, while working to minimize the impact of disruption to the impacted features, customers, and business groups. The plan also outlines the steps that are expected to be taken to coordinate with other vendors to enable a more timely recovery. The plan is broken into three parts: Response, Resumption, and Restoration.

Our hosted solution uses multiple redundant database servers using VMware High Availability. Multiple backup solutions are in place as well. In the unlikely event the data center goes offline, the **LINQ Business** program can run in offline mode until the data center is available again.

In lieu of using data replication, **EMS LINQ, Inc.'s** hosted environment consists of redundant hardware with backups that occur every three (3) hours.

EMS LINQ's Cloud Services team performs point-in-time restores for customers on an almost weekly basis. The restores are often necessary when the customer performs a mass update of their students using incorrect source data.

eSV uses CloudFlare to monitor in real-time and diagnose any potential problems with our school websites to mitigate DDoS attacks. Our CMS features the cloud-based Software as a Service (SaaS) solution. We recognize the importance your website has on your communications. **eSV** service is expected to be available 24/7. Any planned maintenance or service requiring the system to be temporarily unavailable will be announced in advance and performed at off-peak hours, typically after midnight EST. Current system performance indicates the system is operational 99.9998% of the time and is guaranteed by Cloudflare (www.cloudflare.com).

3.10 Project Planning and Communication

Higher-level facilities considering a new website design and hosting solution can feel confident knowing they will receive a personalized and customized solution with **eSV's** successfully proven **5-Step Implementation Process**:

1. **Design:** Our team works with you individually to create a custom design that specifically fits **Douglas County School District 0001 (OPS)'s** needs. We will incorporate the **Douglas County School District 0001 (OPS)** brand guidelines and develop a site that is welcoming, modern, attractive, and developed with collaboration from the **Douglas County School District 0001 (OPS)** team.
2. **Migration:** We transfer all of the content from your current website over to our platform for you, maximizing your time and saving your staff precious time.
3. **Training:** We provide virtual training. Sessions typically last a little over an hour.
4. **Launch:** Once your website launches, you can have unlimited users contribute content to your site with no technical experience required.

5. **Support:** We offer unlimited support through an online communication system, toll-free phone calls, FAQs, email and self-help videos. **eSV** understands the importance of the connection between strong community engagement and your school websites.

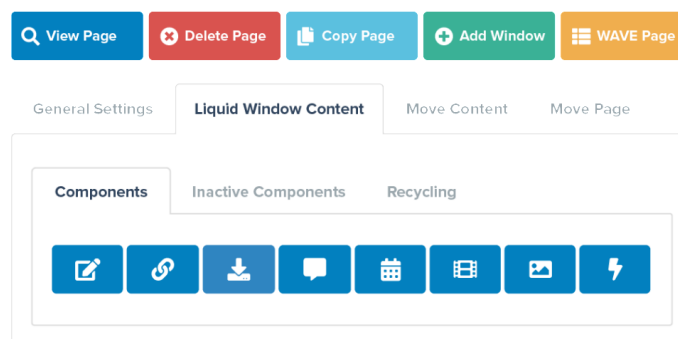
3.11 Training

We will provide training for **Douglas County School District 0001 (OPS)** covering administration and general use of the platform. Our training goes deeper than just learning our software, from ADA compliance tips to best practices for site layout, we keep your organization focused on the big picture. Our client-focused training model incorporates your unique needs while balancing a foundation-based approach to ensure your staff get the most out of each session. From skilled users to new employees, our training will help your team find success. Our train-the-trainer model will provide customized instruction for your key site administrators. A typical training session lasts approximately 60 minutes for new users. Ongoing training will include end-users and refresher sessions. Our contract allows for 10 hours of virtual training per year.

As with our design, training is customized for each site based upon their intended requirements for content management. Given the number of buildings and size of **Douglas County School District 0001 (OPS)**, **eSV** would typically offer a series of virtual training webinars, allowing your staff members/building representatives, building leadership to become your **Douglas County School District 0001 (OPS)** train-the-trainer experts.

As primary individuals responsible for the website, **eSV** would focus first on the site administrators/webmasters. Initial training would be scheduled after content migration. Our training team, through web conference calls, will demonstrate how content is added, modified and deleted through the **CMS**. In this way, as your building webmasters begin to review content migrated by **eSV**, they can begin to make modifications and learn our **CMS**, while working directly with our training team throughout the beta phase.

eSV will provide hands-on training for the identified **Douglas County School District 0001 (OPS)** personnel through a series of webinars scheduled to last no more than 45 minutes. We will include information on the use our **Liquid** front-end editor that features drag-and-drop capability and allows your staff to quickly post or edit content. **eSV** can provide an additional training session 90 days after the date of implementation.



eSV knows that training is key to a successful project, so we can schedule as many webinars as necessary to accommodate all users in **Douglas County School District 0001 (OPS)**. It is recommended that all training sessions be recorded and posted for future reference for any individuals unable to attend or simply as a possible refresher for those who may need to review a particular task.

In addition to the formal training, eSV has a variety of short videos and FAQs available on its support website that walk users through how to accomplish individual tasks. *Example: If a user needs to review how to add a photo gallery to their web page, there is a two-minute video that walks them through this individual need.* For those learners who are less visual, an FAQ is usually a page or two written description of how to accomplish a single task within our CMS. *Example: If a user needs to add a new event to **Douglas County School District 0001 (OPS)** and school calendar. A user can also refer to an FAQ on our support website that will walk the user through this individual task.*

Our support@eschoolview.com email address and toll-free number support lines are also available to key staff (identified by **Douglas County School District 0001 (OPS)**) for assistance during normal business hours (8:00 a.m. – 8:00 p.m. EST) regarding web content management or any other questions they might have. **All responses will be made within a six-hour timeline.** In addition, emergency afterhours support is available 24/7 to key district staff.

Finally, our contract offers five hours of annual training conducted through webinars to assist new personnel or refresh skills for those who may need additional assistance. Data from the past ten years for a group the size of **Douglas County School District 0001 (OPS)** indicates that, on average, **Douglas County School District 0001 (OPS)** will utilize less than three hours annually in additional training due to the ease of use of our system and built-in self-service help portal.

3.12 Continued Maintenance and Support

In addition to our [Service Level Agreement](#) located within this proposal, we take great pride in helping our clients. All of our employees have mobile devices that allow for communication to be received 24 hours a day. In addition, dialing our office phone lines will forward to our mobile phones if we are not physically in the office.

Our levels of support are detailed below:

Unlimited support is staffed Monday through Friday from 8:00 a.m. – 8:00 p.m. EST available to all **Douglas County School District 0001 (OPS)** identified webmasters for **Douglas County School District 0001 (OPS)**. We also have a support email monitored 24/7 (support@eschoolview.com) that allows any webmasters to send a written request for help or support on your new website. Both the toll-free number and email support are handled ‘live’ by highly trained individuals within our Columbus, Ohio, office who can access your site and walk individual users through any website issue.

Authorized **Douglas County School District 0001 (OPS)** personnel will also be given direct contact information of the eSV developers and project manager responsible for the development of your site. In addition, a separate emergency toll-free number will be given to

the district's emergency contacts to use if there are ever any concerns outside the normal Monday through Friday standard support hours. This emergency contact number is monitored 24/7 by **eSV** support personnel, and we guarantee a return call in 60 minutes or less during an emergency situation.

Trouble reporting and escalation procedures:

- **Tier 1 Support** – email support requests (unlimited) are handled within 1 business day. Emails should be sent to support@eschoolview.com or submitted through our online ticketing system in our CMS. Once the request is filled out and submitted, our Tier 1 Support Team will be notified.
- **Tier 2 Support** – phone support (unlimited) through our toll-free number. This support is typically used when there is an issue that needs immediate attention. Issues reported in this manner are typically resolved within an hour, and you will be notified if the issue will take longer.

SERVICE LEVEL AGREEMENT

In the event of a bug or error, **eSchoolView** agrees to provide fixes to address them in a timely manner at no cost to the customer. **eSchoolView** and the customer agree to the following Service Level Agreement for addressing bugs and issues. (This agreement is not applicable to bugs or errors that occur as a result of a failure of 3rd party components not developed by **eSchoolView**.)

eSchoolView agrees to make available the following to communicate problems: (1) Support Email Address, (2) Office Phone, and (3) Mobile Phone.

SEVERITY 1 ERRORS

The bug or error causes a critical failure of the site (i.e., broken page(s), error message/codes, etc.). Notification of the issue will result in either a complete fix within 12 hours, or if that cannot be completed, an explanation outlining the error, proposed fix or potential workaround, if necessary.

SEVERITY 2 ERRORS

The bug or error causes incorrect information to be displayed or an incorrect page redirect. Pages may display properly or improperly. A **Severity 2 Error** is related to the code developed by **eSchoolView**. Notification of the issue will result in either a complete fix within 24 hours, or if that cannot be completed, an explanation outlining the error, proposed fix or potential workaround, if necessary.

SEVERITY 3 ERRORS

The bug or error intermittently causes minor problems with the display or visual appeal of the website but does not hinder site functionality. A **Severity 3 Error** is related to the code developed by **eSchoolView**. Notification of the issue will result in either a complete fix within 48 hours, or if that cannot be completed, an explanation outlining the error, proposed fix or potential workaround, if necessary.

making the switch is simple.

1

DESIGN.

Our team works with you individually to create a custom design that fits your specific needs.

2

MIGRATION.

We transfer all of the content from your current website over to our platform for you.

3

TRAINING.

We provide virtual training. Sessions typically last a little over one hour.

4

LAUNCH.

Once your website launches, you can have unlimited users with no technical experience required.

5

SUPPORT.

We offer unlimited support through an online ticketing system, phone, email or self-help videos.

4.0 Fees

The prices noted below reflect the total costs associated with the items outlined in this RFP. If the District elects to purchase any additional services/upgrades/enhancements not detailed in this proposal, those costs will be submitted to **Douglas County School District 0001 (OPS)** on a separate quote.

Website and Mobile App	Setup	Annual
Custom Website Design, Setup, and Launch	\$7,209.00	\$69,6051.00
Content Migration	Included	Included
Branded Mobile App	Included	Included
Built-in ADA Compliance Tools	Included	Included
Training and Support	Included	Included
TOTAL	\$7,209.00	\$69,061.00

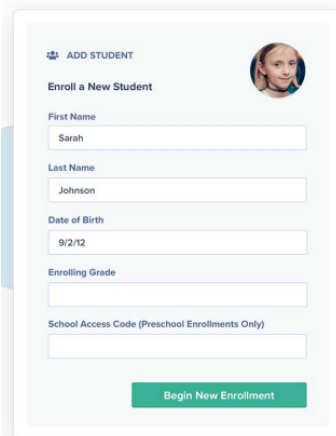
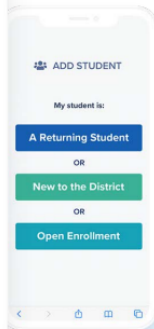
5.0 Optional Services

Rapid Registration/OneView—New Student Registration and Reenrollment

With all the forms you need for your students inside this one system, it becomes easier to access reports and export data and inputting the information has never been so simple.

OneView is designed to work with key Student Information Systems (SIS). This integration helps you by eliminating the need for double entry of data as it auto-populates fields with information pulled from popular programs such as *DASL* and *PowerSchool*. With the protection of **OneView**, you can be confident that your information is safe and secure.

Move The Entire K-12 Registration Process Online

Many families will prefer completing the K-12 registration process online versus in-person because of the convenience factor alone.

In this time where social distancing is so important, offering online registration is even more necessary.

With the right registration software, it's easy to set up. You can even use document management so that families can upload digital scans of essential paperwork such as shot records.

Boxcast—Streaming Video

Engage your community and promote organizational events with Streaming Video. Broadcast sporting events, school performances, and board meetings live to any computer or mobile device. This allows parents and members of your community to participate even when schedules conflict.

Eliminate buffering issues, long waits for slow connections, and advertisements, as well as the need to upload to external sites such as YouTube. Viewers can watch events live from your website or access recordings later. With privacy controls, you decide which events are public and which require payment or invitation.

School Store—Online Store to purchase apparel

A great way to improve your brand awareness while increasing revenue! Online stores provide an alternative way for people in your community to purchase apparel, school supplies, event tickets, athletic passes, organizational fees, and more! All transactions are completed through a secure and encrypted checkout area giving you peace of mind.

Facilities Management—Streamlining the Scheduling Process

If your organization wants to monetize their available rooms of public spaces, **Facilities Management** can help. This program streamlines the scheduling process through one online calendar, which helps you avoid potential double bookings. Prospective customers are able to read the facility renter's policies, access pricing, and ultimately reserve the space. Your community and staff will benefit from one centralized **Facilities Management** tool ultimately helping your organization's bottom line.

6.0 Exhibit A—Proposal

Website Design, Mobile Application Development and Hosting Proposal No.: #029-20

Proposal of EMS LINQ, Inc., a ☒ corporation organized and existing under the laws of the State of North Carolina; a ☐ limited liability company organized and existing under the laws of the State of _____; a ☐ partnership, organized and existing under the laws of the State of _____; or an ☐ individual (check appropriate box).

TO: Omaha Public Schools locked email box:

All proposals must be submitted electronically to the following email address: servicebids@ops.org. All electronically submitted proposals must comply with the following requirements:

6.1 PROPOSAL REQUIREMENTS

[INSERT PROPOSAL CONTENT HERE – See Section 4.0 for content]

6.1.1 GENERAL

The proposal shall contain, at a minimum, the following information under the following sections and in the order given. Firms may use a format of their choosing within the sections. Any proposal not containing the required information may be rejected by the District. Please use the Proposal heading and Signature page formats attached to the RFP Documents as Exhibits A and B. Unsigned and improperly signed proposals may be rejected.

6.1.2 FIRM PROFILE

1. Identification of Firm, including contact person, address, telephone/fax number, e-mail address and date the Firm was organized. State whether the Firm is a corporation, limited liability company, partnership or other entity and identify the state of organization.
2. Size of the Firm (number of offices, employees and the like) and the geographic area of its operations (i.e., local, regional, national).
3. Identify the person signing the proposal and his or her relationship to the Firm. If such person lacks legal authority to bind the Firm to a contract, provide a current power of attorney authorizing the proposal. Provide an address, telephone number, facsimile number and e-mail address (if applicable) for the person signing the proposal and for anyone who executed a power of attorney authorizing the proposal.
4. Identify the individual(s) who will be responsible for providing and supervising the services

to be performed under the Contract and provide all pertinent information concerning such individual(s)' qualifications, experience, and certification or licensure to provide such supervision. If applicable, state whether any such individual(s)' certification or licensure ever been denied, revoked or suspended by any state. If so, provide details.

5. State whether the Firm currently maintains each insurance coverage set forth in the Contract Requirements (below), and if not, provide a letter from an insurer as to the availability of such coverage to the Firm or information supporting Firm's self-insurance.
6. The District reserves the right to request a current financial statement as evidence of the Firm's financial stability. If requested, this information must contain a statement on whether the financial statement is internally prepared or was prepared by an outside accounting Firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Firm.
7. State whether your firm will utilize any strategic partnerships for the completion of web projects or to perform any services, and, if so, the work that would be performed or subcontracted, the identity of the subcontractors and their respective qualifications.

7.0 Exhibit B—Signature Page for Proposal No. #029-20

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the Request for Proposals for **Website Design and Hosting** and is true and correct to the best of the undersigned's knowledge and belief.

The undersigned further certifies that the Firm submitting the proposal understands: 1) the requirements of the proposal; 2) an award of the proposal by the District, if made, will be based on compliance with the RFP Document requirements and the District's determination of which proposal will best serve the interests of the District; and 3) that the proposal award will not be solely based on pricing. The undersigned further certifies that the Firm is capable of performing the specified services meeting the needs and requirements of the District, that it understands the scope of the work required by the bid documents and that other factors specified in the bid documents, in addition to the cost of services, will be considered in determining the successful proposal, if any. The undersigned further acknowledges that once the proposal is opened, it shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period. The undersigned further acknowledges that the District reserves the right to reject any or all proposals and any part thereof and to waive all technicalities.

COMPANY NAME: EMS LINQ, Inc.

ADDRESS: 2528 Independence Blvd., Ste. 200

CITY/STATE/ZIP: Wilmington, NC 28412

TELEPHONE: 800.541.8999 FAX: 910.799.5427

E-M AIL: mmuller@linq.com

SIGNATURE: Matt Muller

RFPs must be signed to be valid.

PRINTED NAME: Matt Muller

TITLE: Chief Resource Officer

DATE: 6/20/2020

Acknowledge receipt of the following Addenda:

No. 1 Date 6/1/2020

8.0 Attachment A—References

Supply references of school district or other educational entities of the size of District for which you have provided the same or similar services within the last three years. If you have no educational references, please provide three references of such service provided to other governmental or private entities of a similar of the size within the last three years. A minimum of three (3) business references shall be included with the names and phone number of each contact listing.

Name:	<u>Wayne County Schools</u>	Contact Name:	<u>Ken Derksen, Director of Communication</u>
Address:	<u>2001 E. Royall Avenue</u>	Phone:	<u>919.705.6125</u>
City/State/Zip:	<u>Goldsboro, NC 27533</u>	Email:	<u>kenderksen@wcps.org</u>
Services Provided:	<u>AD/LDAP, ADASystem, eSV2Go, -Scan Monthly, Content Management eSVShare, Instant Connect, Mobile Suite</u>		
Client Since (Year)	<u>2017</u>		

Name:	<u>Clovis Unified School District</u>	Contact Name:	<u>Kelly Avants, Chief Communication Officer</u>
Address:	<u>1450 Herndon Avenue</u>	Phone:	<u>559.327.9093</u>
City/State/Zip:	<u>Clovis, CA 93611</u>	Email:	<u>kellyavants@cusd.com</u>
Services Provided:	<u>ADA, eSVShare, Instant Connect, Scan, Content Management System, eSV2Go, Mobile Suite</u>		
Client Since (Year)	<u>2018</u>		

Name:	<u>Upper Arlington School District</u>	Contact Name:	<u>Karen Truett, Director of Communications</u>
Address:	<u>1950 Mallway Drive</u>	Phone:	<u>614.487.5007</u>
City/State/Zip:	<u>Upper Arlington, OH 43221</u>	Email:	<u>ktruett@uaschools.org</u>
Services Provided:	<u>ADA-Scan Annual; Content Management System; eSV2Go</u>		
Client Since (Year)	<u>2017</u>		

9.0 Attachment B—Required Contract Terms and Conditions

*The District expects the agreement with Firm will incorporate the provisions in substantially the language as set forth in this Attachment. However, if one or more of these provisions are not acceptable, state in what way the provision is not acceptable and set forth alternative language. **Failure to indicate alternative language will be deemed to be acceptance by the Firm of the terms and conditions set forth below even though the terms and conditions conflict with the Firm's standard contract terms and conditions.** Alternative language suggestions which are merely references to the Firm's standard contract provisions may not be helpful. The Firm's revisions to its standard contracts that accommodate the District's concerns and requirements will be noted favorably.*

DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
I. DEFINITIONS		
" Acceptance Date " means the date on which Website is accepted by District, as indicated by execution of a Certificate of Acceptance.	X	
" Acceptance Tests " means the manner and means of acceptance testing the Website, as described in the Agreement.	X	
" District Data " shall mean any data or information of District that is provided to or obtained by the Firm in the performance of its obligations under the Agreement, including data and information with respect to the operations, customers, students, facilities, markets, assets, and finances of District. District Data also shall mean any data or information created, generated, collected or processed by Firm in the performance of its obligations under the Agreement, data processing input and output, asset information, third-party service and product agreements, contract charges, and retained and pass-through expenses.	X	

<p>"Certificate of Acceptance" means a written certificate, signed by authorized representatives of District and Firm, stating that Website has been completely delivered, installed, and tested by the District in accordance with the requirements of the Agreement and satisfies the Acceptance Tests.</p>	X	
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>"Confidential Information" shall mean all information, data (including the District Data) and specifications furnished by the District to Firm, whether before or after the date hereof and whether in oral, written, electronic or graphic format, including, but not limited to financial information, business plans, strategic plans, pricing information, designs, procedures, methods of operation, formulas, data flow analyses, drawings, sketches, specifications, schematics, discoveries, inventions, research and development, improvements, source code and object code, concepts, ideas, processes, know-how and documentation, whether or not such information, data or specifications have been affixed with a restrictive, confidential or proprietary legend of District. Confidential Information shall not include such information, data, and materials as District agrees in writing is not proprietary or confidential to District or which: (a) is or becomes publicly available by other than unauthorized disclosure by Firm; (b) is independently developed by Firm without use of any Confidential Information; or (c) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. All copies of Confidential Information, or parts thereof, made by Firm shall also be considered Confidential Information.</p>	X	
<p>"Defect" means any failure of the Website to operate in conformity with Specifications and other requirements set forth in the Agreement, including bid documents and contract documents.</p>	X	

"Documentation" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Website, whether distributed in print, magnetic, electronic, or video format.	X	
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
"Firm Personnel" shall mean those employees, representatives, contractors, Subcontractors and agents of Firm and Firm's Subcontractors who perform any Services under the Agreement.	X	
"Key Firm Personnel" shall mean the Firm Personnel filling the positions designated in the Agreement as Key Firm Personnel.	X	
"Laws" shall mean all federal, state, and local laws, statutes, regulations, rules, executive orders, government directives, government circulars, or binding pronouncements of or by any government (including any department or agency thereof) having jurisdictional authority over a Party.	X	
"Losses" shall mean all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).	X	
"Malicious Code" shall mean (a) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of hardware or software, or (b) any code, program or sub-program that permits any unauthorized person to circumvent the normal security of the hardware or the system containing the code.	X	

" Proposal " means Firm's Proposal made in response to the Request for Proposal, together with all supplements and clarifications thereto.	X	
" Request for Proposal " or " RFP " means the District's Request for Website Hosting, Redesign, Development and Implementation, together with all supplements and clarifications issued by District in writing.	X	
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
" Services " includes, but is not limited to, delivery, installation, maintenance, asset recovery, technical support, and self-maintainer support for the Website.	X	
" Site " means the District facilities.	X	
" Specifications " means the functional, performance, operational, compatibility, and other specifications or characteristics of the Website and Services described in the Agreement, the RFP (and clarifications thereto), the Proposal (and clarifications thereto), the applicable Documentation and other such specifications or characteristics of the Website agreed upon in writing by the Parties.	X	
" Subcontractors " shall mean the approved subcontractors of Firm.	X	
" Warranty Period " means a period of one (1) year from the Acceptance Date, as indicated by the date of execution of the Certificate of Acceptance by both Parties.	X	
II. GENERAL TERMS AND CONDITIONS		
Scope of Work. Firm shall supply the Website, Documentation, and Services, all in accordance with the terms of the Agreement and the Specifications, within the time frames specified in any order.	X	

<p>Acceptance. District shall be deemed to have accepted an order only upon District's execution and delivery of a Certificate of Acceptance. Acceptance of the Website is in the sole opinion of District and does not waive any warranty or other rights provided in the Agreement for the Website or Services. If the Website fails Acceptance Testing, one of the remedies which will be available to District will be a refund of all amounts paid to Firm for the failed Website.</p>	X	
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>Problems. Firm agrees to notify District within twenty-four (24) hours of any factor, occurrence, or event coming to its attention that may affect Firm's ability to meet the requirements of the Agreement. Such notice shall be given in the event of any loss or reassignment of Firm Personnel, threat of strike, major equipment failure, or other force majeure event.</p>	X	
<p>Time of Performance. Time is expressly made of the essence with respect to each and every term and provision of the Agreement.</p>	X	
<p>Delays. In the event of a delay in delivery or installation in the Website or in the event of a delay in the performance of Services, which is not excused in the Agreement, the District may cancel without charge all or any portion of the Website for which delivery or performance has been so delayed. If, in District's opinion, the delivered portion of the Website is not operable without the remaining undelivered portion of the Website, District may, at Firm's expense, return the portion of the delivered Website to Firm. District shall not be liable for any expenses incurred by Firm for the cancelled Website. District shall receive a refund of all amounts paid to Firm with respect to the canceled or returned Website and Services.</p>	X	

<p>Permits and Laws. Firm shall at its own expense secure any and all licenses, permits, or certificates that may be required by any Laws for the performance of Firm's obligations under the Agreement. Firm shall also comply with the provisions of all Laws in Firm's performance under the Agreement. At Firm's own expense and at no cost to District, Firm shall make any change, alteration, or modification that may be necessary which arise out of Firm's failure to comply with Laws.</p>	X	
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>Confidentiality. Firm hereby agrees that all Confidential Information shall be and was received in strict confidence, shall be used only for purposes of the Agreement, and shall not be disclosed by Firm or Firm Personnel without the prior written consent of District. This provision shall not apply to Confidential Information which is (a) already known by Firm without an obligation of confidentiality, (b) publicly known or becomes publicly known through no unauthorized act of Firm, (c) rightfully received from a third party (other than an District employee or agent) without obligation of confidentiality, (d) disclosed without similar restrictions by District to a third party, (e) approved by District for disclosure, or (f) required to be disclosed pursuant to a requirement of a governmental agency or law so long as Firm provides District with timely prior written notice of such requirement. Information received by District from Firm shall only be considered proprietary and/or confidential after a separate confidentiality agreement has been executed by a duly authorized representative of each Party for the specific purpose of disclosing such information.</p>	X	

<p>Nonexclusive Market and Purchase Rights. It is expressly understood and agreed that the Agreement does not grant to Firm an exclusive right to provide to District any hardware or services and shall not prevent District from acquiring hardware from other suppliers. Firm agrees that acquisitions by District pursuant to the Agreement shall neither restrict the right of District to cease acquiring nor require District to continue any level of such acquisitions. Estimates or forecasts furnished by District to Firm as part of this RFP or during the term of the Agreement shall not constitute commitments.</p>	<p>X</p>	
<p>Governing Law And Venue. The rights and obligations of the Parties under the Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Rather these rights and obligations shall be governed by the laws, other than choice of law rules, of the State of Nebraska including the applicable provisions of the Uniform Commercial Code, as adopted in Nebraska. The Parties agree that any action to enforce any provision of the Agreement shall be brought in the District Court for Douglas County, Nebraska. Each party consents to jurisdiction and venue before such court.</p>	<p>X</p>	
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>Discrepancy and Omissions. If anything necessary for the clear understanding of the Website or Services has been omitted from the Specifications or it appears that any Specifications are in conflict, Firm shall secure written instructions from District's project director before proceeding with the performance under the Agreement.</p>	<p>X</p>	

III. PROJECT MANAGEMENT AND FIRM PERSONNEL		
<p>Project Managers. Firm and the District shall each appoint a designated "Project Manager." The Project Managers will be responsible for day-to-day communications between the Parties regarding the subject matter of this Agreement. The District may change its Project Manager at any time and from time to time by giving Firm written notice. The Firm Project Manager shall be considered one of the Key Firm Personnel.</p>	X	
<p>Approval of Key Firm Personnel. Before assigning an individual to act as one of the Key Firm Personnel whether as an initial assignment or a subsequent assignment, Firm shall notify the District of the proposed assignment, shall introduce the individual to appropriate the District representatives, shall provide reasonable opportunity for the District representatives to interview the individual, and shall provide the District with a resume and such other information about the individual as may be reasonably requested by the District. If the District in good faith objects to the proposed assignment, the Parties shall attempt to resolve the District's concerns on a mutually agreeable basis. If the Parties have not been able to resolve the District's concerns within ten (10) business days, Firm shall not assign the individual to that position and shall propose to District the assignment of another individual of suitable ability and qualifications.</p>	X	

DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>Continuity. Firm shall not transfer, reassign or remove any of the Key Firm Personnel (except as a result of voluntary resignation, involuntary termination for cause, illness, disability, or death) during the specified period in the bid documents/contract without the District's prior approval, which District may withhold in its sole discretion. With respect to all other Firm Personnel, Firm will use its diligent efforts to ensure the continuity of Firm Personnel assigned to deliver and install the Website, and to perform Services under the Agreement.</p>	X	
<p>Assignment of Personnel. Firm shall assign sufficient numbers of Firm Personnel to deliver and install the Website, and to provide the Services in accordance with the Agreement and such Firm Personnel shall possess suitable competence, ability, experience and qualifications and shall be properly educated and trained. The District may require each Firm Personnel providing Services to undergo a background investigation, including, but not limited to a criminal records and fingerprint check. Firm shall promptly replace any Firm Personnel found to be unacceptable to the District, in its discretion, on the basis of the results of a background investigation.</p>	X	
<p>Replacement of Personnel. In the event that the District determines in good faith that the continued assignment to the District of any Firm Personnel (including Key Firm Personnel) is not in the best interests of the District, then the District shall give Firm written notice to that effect requesting that such Firm Personnel be replaced. Promptly after its receipt of such a request by the District, Firm shall investigate the matters stated in the request and discuss its findings with District. If requested to do so by District, Firm shall immediately remove the individual in question from all District facilities pending completion of Firm's investigation and discussions with District. If,</p>	X	

<p>following discussions with Firm, District still in good faith requests replacement of such Firm Personnel, Firm shall promptly replace such Firm Personnel with an individual of suitable ability and qualifications. Nothing in this provision shall operate or be construed to limit Firm's responsibility for the acts or omission of the Firm Personnel.</p>		
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>Use of Subcontractors. Firm shall not subcontract any of its responsibilities without District's prior written approval, which may be withheld in District's sole discretion. Prior to entering into a subcontract with a third party for the Services, Firm shall (a) give District reasonable prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor, and the reasons for subcontracting the work in question; and (b) obtain District's prior written approval of such subcontractor. District also shall have the right to revoke its prior approval of a subcontractor and direct Firm to replace such Subcontractor as soon as possible. Firm shall be responsible for any failure by any Subcontractor or Subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Firm under the Agreement to the same extent as if such failure to perform or comply was committed by Firm or Firm Personnel. Firm shall be District's sole point of contact regarding the Services, including with respect to payment.</p>	<p>X</p>	

DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>Compliance With Rules. While at the District facilities, Firm Personnel shall (a) comply with the rules and regulations that District sets regarding personal and professional conduct (including compliance with District's dress code, the wearing of an identification badge provided by District, and adherence to District's regulations and general safety practices and procedures) generally applicable to such District facilities, (b) comply with reasonable requests of District personnel pertaining to personal and professional conduct, and (c) otherwise conduct themselves in a businesslike manner.</p>	X	
<p>Compensation and Benefits. Firm shall provide for and pay the compensation of Firm Personnel and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. District shall not be liable to Firm or to any Firm Personnel for Firm's failure to perform its compensation, benefit, or tax obligations. Firm shall indemnify, defend, and hold District harmless from and against all such taxes, contributions, and benefits, and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.</p>	X	
IV. REPRESENTATIONS AND WARRANTIES		
<p>General. Firm represents and warrants that (a) it has all necessary rights, licenses, and approvals required to provide the Website and Services, and to provide District with the rights in the Website, and District shall be entitled to use the Website without disturbance; (b) all obligations owed to the third parties with respect to the activities contemplated to be undertaken by Firm pursuant to the Agreement are or will be fully satisfied by Firm so that District will not have</p>	X	

any obligations (other than obligations set forth in the Agreement) with respect thereto; (c) Firm's obligations under the Agreement are not in conflict with any other Firm obligations; (d) Firm will comply with all applicable Laws in the performance of its obligations under the Agreement; and (e) Firm's arrangements with its Subcontractors who provide services to Firm in connection with the performance of Firm's obligations under the Agreement shall be in compliance with the terms and conditions of the Agreement.		
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
Defects. Firm represents and warrants that, during the Warranty Period, the Website and all components thereof shall comply with the Specifications, be free from errors in operation and performance, and be free from Defects.	X	
Malicious Code. The Firm shall use reasonable efforts to prevent the introduction and proliferation of any Malicious Code in the Website. Without limiting the Firm's other obligations under the contract, the Firm covenants that in the event any Malicious Code is found in the Website, the Firm shall exercise its best efforts at no additional charge to the District to eliminate and reduce the effects of the Malicious Code, and if the Malicious Code causes a loss of operational efficiency or loss of District Data, to mitigate such losses. The Firm shall not be responsible for Malicious Code if it originates from District- provided images used to prepare the Website.	X	
Disabling Code. Vendor represents and warrants that Firm shall not insert into the Website any code which could be invoked to disable or otherwise shut down all or any portion of the Website. Firm further represents and warrants that the Website does not contain any "back door," "time bomb," "Trojan horse," "worm," "virus," or other computer software routines or Website components designed to (a) permit access or use of either the Website or District's	X	

computer systems by Firm or a third party not authorized by the Agreement, (b) disable, damage, or erase any District Data stored therein.		
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
Intellectual Property. Firm represents and warrants that at the time of delivery to District, the Website provided under the Agreement is not the subject of any litigation, and Firm has all right, title, ownership interest, and marketing rights necessary to provide the Website to District and that the sale, license, and use hereunder does not and shall not directly or indirectly violate or infringe upon any copyright, patent, trade secret, or other proprietary or intellectual property right of any third party or contribute to such violation or infringement ("Infringement").	X	
Firm Personnel. Firm represents and warrants it will provide sufficient Firm Personnel to perform the Services within the applicable time frames and milestones established pursuant to the Agreement. Firm represents and warrants that Firm Personnel shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner. Firm represents and warrants that all Firm Personnel utilized by Firm in performing Services are under a written obligation to Firm requiring the Firm Personnel to maintain the confidentiality of Confidential Information.	X	
VI. CHARGES AND TAXES		
Charges. Charges, prices, and fees ("Charges") and discounts, if any, for the Website or Services are as set forth in the Agreement, in a purchase order, or as otherwise agreed upon by the parties, unless modified as set forth in the Agreement. Upon District's request, Firm shall provide to District copies of records which substantiate that District has received the Charges and discounts to which District is entitled to under the Agreement. Except	X	

as expressly provided in the Agreement, Firm and District shall each bear all of its own expenses arising from performance of its obligations under the Agreement, including (without limitation) expenses relating to personnel, facilities, utilities, supplies, clerical, and the like.		
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
Invoices and Payments. District shall make payments to Firm in the amounts and at the times specified in the Agreement. With respect to all other payments which are due from District to Firm hereunder, any undisputed sum due to Firm pursuant to the Agreement shall be payable within forty-five (45) days after receipt by District of a correct invoice therefor from Firm. Payment for any other Services shall be invoiced as agreed upon by the parties.	X	
Most Favored Customer. Firm's charges to District for the Website and Services to be provided under the Agreement shall be at least as low as Firm's lowest charges to other customers purchasing the same or substantially similar services in comparable or lower volumes. If Firm offers lower charges to any other customer for the same or substantially similar services, Firm shall adjust the District charges effective as of the date such lower charges were first offered to such other customer.	X	
Set Off. With respect to any amount to be paid or reimbursed by District under the Agreement, District may set off against such amount any liquidated amount that Firm is obligated to pay District hereunder.	X	
Good Faith Estimates. Any estimate reflected in the Agreement, work estimate, or other attachment hereto were made in good faith by Firm using its experience and expertise in such matters. The parties expect that all services described herein will be performed at a cost not to exceed such estimates. Firm shall not deliver any Website or perform any Services which would	X	

result in the cost to District exceeding such estimate. Firm agrees that it shall utilize the change control process to revise any such estimates.		
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
No Other Charges. Except for the charges and expenses expressly stated and agreed upon in the Agreement or any Schedule or Exhibit thereto, District shall not be billed for, or be obligated to pay, Firm for any charges, expenses, or other amounts for the Website or Services covered by the Agreement.	X	
Withholding of Payment. District shall pay undisputed Charges when such payments are due under the Agreement. However, District may withhold payment of Charges that District disputes in good faith. If District in good faith disputes any Charges under the Agreement, District shall notify Firm of such disputed amount and the basis for District's dispute together with any appropriate information supporting District's position. If District withholds any disputed Charges, District shall pay the undisputed portion of Charges when due. Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right District may otherwise have to dispute any Charge or amount or recover any amount previously paid.	X	
VII. EVENTS OF DEFAULT AND TERMINATION		
Termination for Convenience. District may terminate the Agreement, or any part hereof, for its sole convenience by giving written notice of termination to Firm. Upon Firm's receipt of such notice, Firm shall, unless otherwise specified in the notice, immediately stop all work thereunder and, to the extent permitted under each applicable subcontract or agreement, give prompt	X	

<p>written notice to suppliers and subcontractors to cease all related work. Firm shall be paid the price specified herein for all non-defective Services performed hereunder as of the date of District's termination notice, such payment to be made within thirty (30) business days after Firm delivers such Services to District, in its then-current form, free and clear of all liens. Except for costs necessary to implement District's termination directive, Firm shall not be paid for any work done after receipt of such notice, for any costs incurred by Firm's suppliers or subcontractors after receipt of District's termination notice, or for work which Firm could reasonably have avoided.</p>		
DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
<p>Termination for Cause. Except as provided below by the Section below titled "Termination for Non-Payment," in the event that either Party materially or repeatedly defaults in the performance of any of its duties or obligations set forth in the Agreement, and such default is not substantially cured within thirty (30) days after written notice is given to the defaulting Party specifying the default, then the Party not in default may, by giving written notice thereof to the defaulting Party, terminate the Agreement as of a date specified in such notice of termination.</p>	X	
<p>Termination for Insolvency or Bankruptcy. Either Party may immediately terminate the Agreement by giving written notice to the other Party in the event of (a) the liquidation or insolvency of the other Party, (b) the appointment of a receiver or similar officer for the other Party, (c) an assignment by the other Party for the benefit of all or substantially all of its creditors, (d) entry by the other Party into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or (e) the filing of a meritorious petition in bankruptcy by or against the other Party under any bankruptcy or debtors' law for its relief or reorganization.</p>	X	

DISTRICT CONTRACTUAL REQUIREMENTS	FIRM WILL CONTRACTUALLY COMMIT	FIRM WILL NOT CONTRACTUALLY COMMIT
Termination for Non-Payment. Firm may terminate the Agreement if District fails to pay when due any undisputed amounts due and such failure continues for a period of sixty (60) days after the last day payment is due, so long as Firm gives District written notice of the expiration date of the aforementioned sixty (60) day period at least thirty (30) days prior to the expiration date.	X	
Default. An occurrence of any of the following shall be a Default under the Agreements: (i) failure or breach of any warranty such that the defined warranty remedies fail of their essential purpose, (ii) failure to timely perform any duty, obligation, or undertaking required by the Agreement, (iii) making of an oral or written warranty, representation, statement, or response in connection with this Agreement which was untrue in any material respect on the date it was made, or (iv) ceasing to conduct business in the normal course.	X	
Rights Upon Default. Upon an uncured Default, the non-defaulting party may take any or all of the following actions: (i) immediately terminate the Agreement without further obligation, (ii) cover such default by obtaining performance from a third party or performance on the part of non- defaulting party and either offset or recover the costs of such performance from the defaulting party, (iii) exercise the right of setoff, recoupment, counterclaim or offset, or (iv) exercise any other right or remedy which may be available under the Agreement, at law or in equity.	X	