



**CONTRACTUAL AGREEMENT BETWEEN  
DISTRICT AND CONTRACTOR FOR  
DISTRICT AND SCHOOL WEBSITE PUBLISHING & HOSTING SOLUTION**

This contract is made on the 1st day of June, 2016, by and between Beaufort County School District (BCSD) and Reliance Communications, LLC / SchoolMessenger (Contractor).

The Project is to provide all services for the hosting of a district and school based website publishing solution and website maintenance service for BCSD.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

- 1. TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications as they apply to website publishing and hosting and all terms and conditions within the BCSD Request for Proposals (RFP) #16-012 solicitation and the Contractor's Technical Proposal in response to the RFP shall be made part of the Contract as if incorporated therein.
- 2. SCOPE OF WORK.** The contractor shall provide all services for the hosting of a district and school based website publishing solution and website maintenance service for BCSD to meet requirements within the BCSD Request for Proposals (RFP) #16-012 solicitation and the Contractor's Technical Proposal in response to the RFP. The solution shall allow district and school level administrators the capability to quickly and easily put their information online.
- 3. TERM.** This Agreement shall commence on June 1, 2016 and the base term of the agreement shall be for three (3) years, expiring May 31, 2019. BCSD has the option to renew the agreement for two (2) one-year extensions, for a total of five (5) years. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.
- 4. COMPENSATION.** BCSD shall pay the Contractor per Exhibit A (Price Sheet) and Exhibit B.

5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.
6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.
7. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Reliance Communications, LLC, 100 Enterprise Way, Suite 200-A, Scotts Valley, CA 95066.
8. **LIMITATION OF LIABILITY.** Except as expressly provided herein, the Contractor makes no express or implied representations or warranties, and the Contractor expressly disclaims any implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The Contractor expressly denies any representation or warranty about the accuracy or condition of data or that the services or related systems will operate uninterrupted or error-free. No cause or action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted under this agreement by either party.

The total liability of Contractor for any reason, shall be limited to the amount actually paid to Contractor by BCSD under the applicable Agreement to the event giving rise to such action during the six (6) month period preceding the event giving rise to such liability.

9. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

In the event of a conflict between the terms and conditions within the BCSD Request for Proposals (RFP) #16-012 solicitation and the "Section 4.1120 Objections, Exceptions and Observations" set out on pages 89-91 of the Contractor's Technical Proposal, the former will govern.

The Parties hereto have duly executed this Agreement on the date first set forth above.

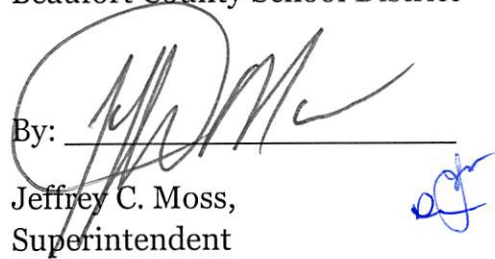
AGREED:

Reliance Communications, LLC

Beaufort County School District

By: 

Nate Brogan,  
Senior Vice President

By: 

Jeffrey C. Moss,  
Superintendent

**PRICE SHEET**

<b>TURNKEY COSTS</b>	
	<b>SchoolMessenger</b>
<b>Phase I - Planning</b>	Included
<b>Phase II - School Site Development and Testing (One-time Responsive Design Fee)</b>	10,750.00
<b>Phase III-Training</b>	Included
<b>Project Management (entire project)</b>	Included
<b>Licensing for Final Website/Program (included in annual per site fee)</b>	SaaS Deployment
<b>Integration with MS Active Directory and PowerSchool to auto-populate a Teacher Web Page by Location</b>	Included
<b>Annual Hosting (\$990/site/year)</b>	34,650.00
<b>Turnkey Total</b>	<b>45,400.00</b>

<b>PRICING PER YEAR</b>					
Based on 22,000 Students and 35 Sites					
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>SchoolMessenger Presence - Website/CMS Services (\$990/site/year)</b>	34,650.00	34,650.00	34,650.00	34,650.00	34,650.00
<b>Responsive Design Services (One time fee - \$2,000/custom district responsive site design and \$250/school for template responsive design services)</b>	10,750.00	-	-	-	-
<b>Content Migration Services (Full content conversion services for the district and all school websites)</b>	-	-	-	-	-
<b>2 Days Onsite Training (2 days onsite training)</b>	-	-	-	-	-
<b>TOTAL</b>	<b>45,400.00</b>	<b>34,650.00</b>	<b>34,650.00</b>	<b>34,650.00</b>	<b>34,650.00</b>

**Locations Receiving Service**

BATTERY CREEK HIGH SCHOOL  
BEAUFORT COUNTY ADULT EDUCATION  
BEAUFORT COUNTY DISTRICT OFFICE  
BEAUFORT ELEMENTARY SCHOOL  
BEAUFORT HIGH SCHOOL  
BEAUFORT MIDDLE SCHOOL  
BEAUFORT-JASPER ACADEMY FOR CAREER EXCELLENCE  
BLUFFTON ELEMENTARY SCHOOL  
BLUFFTON HIGH SCHOOL  
BLUFFTON MIDDLE SCHOOL  
BROAD RIVER ELEMENTARY SCHOOL  
COOSA ELEMENTARY SCHOOL  
H. E. MCCRACKEN MIDDLE SCHOOL  
HILTON HEAD ISLAND EARLY CHILDHOOD CENTER  
HILTON HEAD ISLAND ELEMENTARY - INTERNATIONAL BACCALAUREATE SCHOOL  
HILTON HEAD ISLAND HIGH SCHOOL  
HILTON HEAD MIDDLE SCHOOL  
HILTON HEAD ELEMENTARY SCHOOL FOR THE CREATIVE ARTS / DAUFUSKIE ISLAND ELEMENTARY  
JOSEPH S. SHANKLIN ELEMENTARY SCHOOL  
LADY'S ISLAND MIDDLE SCHOOL  
LADYS ISLAND ELEMENTARY SCHOOL  
MAY RIVER HIGH SCHOOL  
MICHAEL C. RILEY ELEMENTARY SCHOOL / EARLY CHILDHOOD CENTER  
MOSSY OAKS ELEMENTARY SCHOOL  
OKATIE ELEMENTARY SCHOOL  
PORT ROYAL ELEMENTARY SCHOOL  
PRITCHARDVILLE ELEMENTARY SCHOOL  
RED CEDAR ELEMENTARY SCHOOL  
RIGHT CHOICE HIGH SCHOOL  
RIVER RIDGE ACADEMY  
ROBERT SMALLS INTERNATIONAL ACADEMY  
ST. HELENA ELEMENTARY SCHOOL  
WHALE BRANCH EARLY COLLEGE HIGH SCHOOL  
WHALE BRANCH ELEMENTARY SCHOOL  
WHALE BRANCH MIDDLE SCHOOL