



Beaufort County School District

Solicitation Number: 16-019
Date Printed: April 4, 2016
Date Issued: April 4, 2016
Procurement Officer: Reggie Murphy
Phone: 843-322-2369
Email: Reggie.Murphy@beaufort.k12.sc.us

Request for Proposals (RFP)

DESCRIPTION: **Substitute Teachers and Various Miscellaneous Staffing**
SUBMIT OFFER BY (Opening Date & Time): **April 25, 2016; 2:00 PM**
QUESTIONS MUST BE RECEIVED BY: **April 18, 2016**
NUMBER OF COPIES TO BE SUBMITTED: **Five (5) Original Signed Copies and One (1) Redacted Version on CD**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Beaufort County School District
Procurement Office
P.O. Drawer 309
Beaufort, SC 29901-0309

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after **April 29, 2016**. The award, this solicitation, and any amendments will be posted at the following web address: www.beaufort.k12.sc.us

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: _____ (Full legal name of business submitting the offer) ENTITY TYPE: _____

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

PRINTED NAME _____ TITLE _____

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business):	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent):
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PHONE NUMBER:
EMAIL ADDRESS:

PAYMENT ADDRESS (Address to which payments will be sent): <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	ORDER ADDRESS (Address to which all purchase orders will be sent): <input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)
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ACKNOWLEDGEMENT OF AMENDMENTS:	<u>Amendment Number</u>	<u>Amendment Issue Date</u>
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.		

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please include a copy of your certification.

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1.0 SCOPE OF SOLICITATION:

1.0.1 ACQUIRE SERVICES & SUPPLIES:

Beaufort County School District (hereinafter, “the District” and “BCSD”) invites all qualified offerors to provide Beaufort County School District (BCSD) with **Substitute Teachers and Various Miscellaneous Staffing**. Staffing categories may include, but are not limited to, substitute teachers for grades Pre-K thru 12, instructional assistants, tutors, and others as required. Beaufort County School District anticipates entering into agreements as needed with qualified vendors(s) beginning upon the approval of the Board of Education.

Beaufort County School District is located in the heart of the South Carolina Low Country. It is a land rich in natural beauty, history and resources and an area of economic contrast and cultural diversity. The District is a public school district which serves over 22,000 students and approximately 2,300 full time employees; currently comprised of 19 elementary/early childhood centers, one PK-8 International Academy, six middle and five high schools, one vocational school, several Alternative Programs and an Administrative Office.

1.0.2 MAXIMUM CONTRACT PERIOD - ESTIMATED:

June 2016 to June 2021.

(Extensions beyond this contract period must be approved by the BCSD Superintendent)

2.0 INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

2.0.1 DEFINITIONS EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION:

AMENDMENT – means a document issued to supplement the original solicitation document.

BCSD – means the Beaufort County School District

BOARD – means the elected Board of Education of the Beaufort County School District

BUYER – means the Procurement Officer

CHANGE ORDER- means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT MODIFICATION- means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR- means the Offeror receiving an award as a result of this solicitation.

COVER PAGE- means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER- means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer”.

OFFEROR- means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provision entitled “Signing Your Offer” and “Bid/Proposal as Offer to Contract.”

ORDERING ENTITY- Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO- means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER- means the person or his successor, identified as such on Cover Page.

YOU and YOUR- mean Offeror.

SOLICITATION -means of this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR- means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

USING GOVERNMENTAL UNIT – means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a “Statewide Term Contract” as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

2.02 AMENDMENTS TO SOLICITATION (JAN 2004):

- a) This solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:
www.beaufort.k12.sc.us.
- b) Offerors shall acknowledge receipt of any amendment to this solicitation
 - 1) by signing and returning the amendment,
 - 2) by identifying the amendment number and date in the space provided for this purpose on Page Two,
 - 3) by letter, or
 - 4) by submitting a bid that indicates in some way that the bidder received the amendment.
- c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

2.03 AWARD NOTIFICATION (NOV 2007):

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value in of fifty thousand dollars or more, notice of such will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

2.0.4 BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004):

By submitting Your Bid or Proposal, You are offering to enter into a contract with the BCSD. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror in this solicitation. An Offer may be submitted by only one legal entity, “joint bids” are not allowed.

2.0.5 BID ACCEPTANCE PERIOD (JAN 2004):

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

2.0.6 BID IN ENGLISH & DOLLARS (JAN 2004):

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

2.0.7 BOARD AS PROCUREMENT AGENT (JAN 2004):

- a) Authorized Agent: All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement.
- b) Purchasing Liability: The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Unit(s). The Board is not a party to such contracts, unless and to the extent that the board is a using governmental unit, and bears no liability for any party’s losses arising out of or relating in any way to the contract.

2.0.8 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008):

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

- a) By submitting an offer, the offeror certifies that –
 - 1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
 - (i) Those prices
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - 2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a

sealed bid solicitation) or contract award (in case of a negotiated solicitation) unless otherwise required by law; and

- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
 - 2) (i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraph(s) (a)(1) through (a)(3) of this certification.
- c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2.0.9 CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

- a) By submitting on Offer, Offeror certifies, to the best of its knowledge and belief, that-
- 1) Offeror and/or any of its Principals-
 - i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - ii) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offer; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the paragraph a) 1) ii) of this provision.
 - 2) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

- b) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions.
- c) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) If Offeror is unable to certify the representations stated in paragraphs a) 1) and 2), Offerer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror’s responsibility. Failure for the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- f) The certification in paragraph a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the BCSD, the Procurement Officer may terminate the contract resulting from this solicitation for default.

2.0.10 CODE OF LAWS AVAILABLE:

The Beaufort County School District Procurement Code is available at <http://www.beaufort.k12.sc.us>. The South Carolina Regulations are available at <http://www.scstatehouse.net/coderegs/statmast.htm>.

2.0.11 COMPLETION OF FORMS / CORRECTION OF ERRORS (JAN 2006):

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

2.0.12 DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011):

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are:

- a) Preventing the existence of conflicting roles that might bias a contractor’s judgment, and

- b) Preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

2.0.13 DEADLINE FOR SUBMISSION:

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated procurement mail room at 2900 Mink Point Blvd, which services that purchasing office prior to the bid opening (R.19-445.2070(H)).

2.0.14 DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

By submitting an Offer, Offeror certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

2.0.15 DUTY TO INQUIRE:

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to BCSD's attention.

2.0.16 ETHICS CERTIFICATE (MAY 2008):

By submitting an Offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention:

- a) Section 8-13-700, regarding use of official position for financial gain;
- b) Section 8-13-705, regarding gifts to influence action of public official;
- c) Section 8-13-720, regarding offering money for advice or assistance of public official;
- d) Sections 8-13-755 and 8-13-760, regarding restriction on employment by former public official;
- e) Section 8-13-755, prohibiting public official with economic interest from acting on contracts;
- f) Section 8-13-790, regarding recovery of kickbacks;
- g) Section 8-13-1150, regarding statements to be filed by consultants; and

- h) Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

2.0.17 OMIT TAXES FROM PRICE (JAN 2004):

Do **not** include any sales or use taxes in Your price that BCSD may be required to pay.

2.0.18 PROTESTS (JAN 2006):

Any prospective Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate chief procurement officer within the time provided.

2.0.19 PUBLIC OPENING (JAN 2004):

Offers will be publicly opened at the date/time and at the location identified on the cover page, or last Amendment, whichever is applicable.

2.0.20 QUESTIONS FROM OFFERORS (JAN 2004):

- a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors.
- b) The BCSD seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

2.0.21 REJECTION/CANCELLATION:

The BCSD may cancel this solicitation in whole or in part. The BCSD may reject any or all proposals in whole or in part.

2.0.22 RESPONSIVENESS / IMPROPER OFFERS (JAN 2004):

- a) Bid as Specified: Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- b) Multiple Offers: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate Offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple Offers may be submitted as one document, provided that you clearly differentiate between each Offer and you submit a separate cost proposal for each Offer, if applicable.
- c) Responsiveness: Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the BCSD cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]
- d) Price Reasonableness: Any Offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
- e) Unbalanced Bidding: The BCSD may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the BCSD even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

2.0.23 RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004):

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act.

- a) After issuance of the solicitation, **You agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed.
- b) Unless otherwise approved in writing by the Procurement Officer, **You agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.**

2.0.24 SIGNING YOUR OFFER (JAN 2004):

Every Offer must be signed by an individual with actual authority to bind the Offeror.

- a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm
- b) If the Offeror is a partnership, the Offer must be submitted in the partnership name followed by the words "by it's Partner", and signed by a general partner.
- c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
- d) An Offer may be submitted by a Joint Venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a Joint Venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the Joint Venture in the manner prescribed in paragraphs a) through c) above for each type of participant.
- e) If an Offer is signed by an Agent, other than as stated in subparagraphs a) through d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the Agent's authorization to bind the principal.

2.0.25 BCSD OFFICE CLOSINGS:

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the BCSD office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If BCSD offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

2.0.26 SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002): (An overview is available at www.procurement.sc.gov):

- a) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either:
 - 1) a trade secret as defined in Section 30-4-40(a)(1) or
 - 2) privileged and confidential, as that phrase is used in Section 11-35-410.
- b) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

- c) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810.
- d) All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (Bid, Proposal, Quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the BCSD may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page.
- e) By submitting a response to this solicitation or request, Offeror
 - 1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",
 - 2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and
 - 3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.
- f) In determining whether to release documents, the BCSD will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED".
- g) By submitting a response, Offeror agrees to defend, indemnify and hold harmless BCSD, its officers, and its employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the BCSD withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

2.0.27 SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004):

- a) Offers and Offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) –
 - 1) Addressed to the office specified in the Solicitation; and
 - 2) showing the time and date specified for opening, the solicitation number, and the name and address of the bidder.
- b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package.

- c) Each Offeror must submit the number of copies indicated on the Cover Page.
- d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraph 1) a) and b) of this provision when delivered to the office specified in the Solicitation.
- e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.
- f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

2.0.28 TAXPAYER IDENTIFICATION NUMBER (JAN 2004):

- a) If Offeror is owned or controlled by a Common Parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
- b) Definitions:
 - 1) "Common Parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.
 - 2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether:
 - 1) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - 2) Offeror is an agency or instrumentality of a state or local government;
 - 3) Offeror is an agency or instrumentality of a foreign government; or
 - 4) Offeror is an agency or instrumentality of the Federal Government.

2.0.29 WITHDRAWAL OR CORRECTION OF OFFER:

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The

withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

2.1 Special Instructions:

2.1.1 BOARD APPROVAL REQUIRED (JAN 2006):

Any award is subject to prior approval by the BCSD Board of Education.

2.1.2 CLARIFICATION (NOV 2007):

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of this solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

2.1.3 CONTENTS OF OFFER (RFP) – SPO (JAN 2006):

- a) Offers should be complete and carefully worded and should convey all of the information requested.
- b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

2.1.4 DESCRIPTIVE LITERATURE – LABELING (JAN 2006):

Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

2.1.5 DISCUSSION AND NEGOTIATIONS (NOV 2007):

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily nonresponsive proposals will be rejected outright. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the District may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445-2095(I)] The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek

best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal.

2.1.6 MAGNETIC MEDIA -- REQUIRED FORMAT (JAN 2006)

As noted on the cover page, an original hard copy of your offer must be accompanied by the specified number of copies in the following electronic format: compact disk (CD) in one of the following formats: **CD-R; DVD ROM; DVD-R; or DVD+R** Formats such as CD-RW, DVD-RAM, DVD-RW, DVD+RW, or DVIX **are not acceptable** and will result in the Offeror's proposal being rejected. Every CD must be labeled with offeror's name, solicitation number, and specify whether contents address technical proposal or business proposal. If multiple CD sets are provided, each CD in the set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. Each CD must be identical to the original hard copy. File format shall be MS Word 97 or later.

2.1.7 MAIL PICK-UP:

The District picks up mail from the USPS Drawer 309 once daily around 8:30 a.m. excluding weekend and holidays. (See deadline for submission of offer Page 1) Please note that it is the vendor's responsibility to be sure their proposal arrives at the Procurement Department – District Office at the specified date and time.

2.1.8 OPENING PROPOSALS:

All proposals received in response to this RFP will be opened publicly at the time and place specified. In competitive sealed proposals, prices will not be divulged at opening.

2.1.9 PROTEST – CPO:

Any protest must be submitted in writing to Sandi Amsler, CPPB, Procurement Coordinator, Procurement Office, 2900 Mink Point Blvd, Beaufort, SC 29902.

2.1.10 STORAGE:

Storage of and liability for materials shall be Contractor's responsibility.

3.0 SCOPE OF WORK/SPECIFICATIONS

The purpose of this RFP is to solicit proposals from qualified offerors to provide Beaufort County School District (BCSD) with substitute teachers and various miscellaneous staffing. Staffing categories may include, but are not limited to, substitute teachers for grades Pre-K thru 12, instructional assistants, tutors, and others as required. Beaufort County School District anticipates entering into agreements as needed with qualified vendors(s) beginning upon the approval of the Board of Education.

3.1 SCOPE OF WORK / SPECIFICATIONS - DETAILED:

The selected Contractor for this solicitation will enter into a three (3)-year agreement with an option to extend for two (2) additional one-year contracts to provide substitute teachers and various miscellaneous staff on a daily or as needed basis for instructional services to students attending Beaufort County School District, beginning the 2016-2017 school year.

The Contractor shall implement a customized strategy tailored specifically to Beaufort County School District for the following services:

- a. Recruiting and training all candidates.
- b. The Contractor shall be the Employer for all purposes regarding pay, withholdings, unemployment compensation, benefits (including any and all Affordable Care Act requirements) and workers' compensation.
- c. Developing a recruiting strategy customized to BCSD.
- d. Screening candidates to ensure compliance with State of South Carolina law, Department of Education policies and BCSD policies.
- e. Training of candidates in areas such as blood borne pathogens; attendance policies; discipline; student neglect or abuse; school safety and individual school building policies; anti-bullying; orientation program regarding BCSD's classroom management systems such as lesson plans, grades, etc.; any and all other training related to the candidate's duties as a substitute teacher.
- f. Utilization of a system such as AESOP for scheduling and tracking of call outs, and teacher fill rate with the ability to interface with BCSD financial software (MUNIS).
- g. A guaranteed fill rate of ninety five percent (95%) at the minimum, as determined by the 2016-2017 school year.
- h. Ongoing recruitment to ensure that an adequate number of substitutes are available to meet the daily vacancy rate.
- i. Ongoing recruitment to ensure that an adequate number of substitutes are available to meet the daily vacancy rate.
- j. Provide dispatch services, both live and automated, from 5:00 a.m. (ETS) until 10:00 p.m.
- k. Contractor will provide a monthly invoice to include at a minimum the following: Substitute Name, school assignment, Name of Teacher/Grade level Substitute is replacing, assignment date(s), # of hours, and rate of pay for each assignment invoiced that period, with a verification signature from Principal or designee. Contractor will provide two copies of the monthly invoice, both to include BCSD Purchase order number and contractor invoice number; 1 work copy with back-up documentation submitted to Chief Administrative and Human Resources Officer; and formal copy be forwarded to BCSD Accounts Payable Department.

3.2 PERFORMANCE LOCATION:

After award, all services shall be provided to the location specified by this Solicitation.

4.0 INFORMATION FOR OFFEROR TO SUBMIT:

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all goods meet the requirements of this RFP.

The **Proposal** shall include the information listed below, tabbed and indexed in the following sequence:

4.0.1. Offeror shall submit a signed Cover Page and Page Two.

4.0.2 Executive Summary:

A business or executive summary of the Offeror's firm. Inclusion of historical and financial information about the firm is encouraged. Section is limited to three (3) pages, exempting financials.

4.0.3 Table of Contents:

Clearly identify the material by section and by page number.

4.0.4 Technical Requirements:

- a. Provide a description of the firm's qualifications, including general information and a brief history of its incorporation, and prior experience within the last five (5) years. Include a statement about firm's ability to expand services and any other information that may be beneficial to the BCSD in evaluating the firm's qualifications and experience.
- b. Comment on your firm's ability to perform as related to current workload, availability of qualified personnel, and the availability of equipment and facilities. Provide documentation supporting key personnel in the firm as related to technical training, education and experience.
- c. A list of at least three (3) clients (including names, addresses, and telephone numbers) for which the firm has provided maintenance services shall be included within this section of the statement of qualification. Please complete Attachment V for this purpose. (This attachment may be reproduced as required) The BCSD may contact any or all of the reference at its discretion.
- d. Please discuss your firm's financial condition and, if possible provide the latest annual report

or financial statement for the last two years. Figures must be in U.S. dollars.

4.0.5 Financial Stability:

Each Offeror must provide their audited end of year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years.

4.0.6 Management Reports:

This section requires a description of any required management reports, including, but not limited to, invoicing which will be provided to the BCSD. Please attach examples of reports and describe any unique reports that can be customized to our specifications. For each report, provide the following information:

- a. Report Name: Title
- b. Description: How is information organized (i.e. major fields)
- c. Frequency: How often are reports issued?

4.0.7 Implementation Plan:

Firm's proposal must include a detailed implementation plan clearly identifying how it will accomplish the steps to be taken beginning at the start of the contract period, through contract completion including point of contact, rules of engagement, invoicing, a proposed timeline.

4.0.8 References:

Past Performance Reference Information: Offerors shall demonstrate their experience in successfully providing services that were similar in their nature, size, and scope to this solicitation. The Offeror shall also include three (3) Past Performance references from contracts that were completed in the past three (3) years. Contact information must be current and include the name of the contact, the contact phone number and email address. Offerors shall be given special consideration if the past performances presented demonstrate similar experience in a K-12 school system equal to or larger in size than BCSD. It is the expectation that the BCSD evaluation team will attempt to verify the information on with the contact information as provided within 30 days the solicitation close date. It is the offeror's duty to ensure that the contact information provided is accurate and up-to-date at the time of submission, and to notify the references of the potential that BCSD personnel may attempt to make contact and the necessity of a prompt response.

4.0.9 Firm's Addendum:

This section is provided for the submission of any additional information not included elsewhere and considered to be pertinent to the evaluation of the Request for Proposal.

4.0.10 Deliverable Schedule:

The Contractor shall develop and submit to BCSD the deliverables as depicted in the table below.

Deliverables Schedule		
Deliverable	RFP Paragraph	Due Dates
Implementation Plan, identifying timeline, strategies and processes for all items required in Section __	4.0.7	15 days after award
Sample invoice with copy of time sheets	4.0.6 & 3.1 k.	15 days after award
Weekly, Monthly, Annual Reports as agreed upon during implementation meeting	4.0.6	TBD
Monthly Invoice	3.1.k.	7 days after preceding month

BCSD will review and comment on each deliverable within 10 days after officially receiving the deliverable. The contractor shall have 10 working days to revise and re-deliver the product. If the contractor has not received any comments from BCSD within the 10-day timeframe the deliverable will be considered accepted.

Offeror should submit all other information and documents requested in this part and in parts 2.2 - Special Instructions; 3.0 - Scope of Work; 5.0 - Qualifications; 8.0 - Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section 9.0 - Attachments to Solicitations.

5.0 QUALIFICATIONS:

5.0.1 QUALIFICATIONS OF OFFEROR:

To be eligible for award of a contract, a prospective Contractor must be responsible. In evaluating an Offeror's responsibility, the BCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the BCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

5.0.2 QUALIFICATIONS – REQUIRED INFORMATION (JAN 2006):

In order to evaluate your responsibility, Offeror shall submit the following information or documentation for the Offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- a. Include a brief history of the offeror's experience in providing work of similar size and scope.

- b. A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- c. A list of every business for which Offeror has performed, at any time during the past three year(s), services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an offer, Offeror represents that the list is complete.
- d. List of failed projects, suspensions, debarments, and significant litigation.

5.0.3 SUBCONTRACTOR – IDENTIFICATION (JAN 2006):

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

6.0 AWARD CRITERIA:

6.0.1 AWARD CRITERIA – PROPOSALS (JAN 2006):

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous for the District.

6.0.2 AWARD TO ONE OFFEROR (JAN 2006):

Award will be made to one Offeror.

6.0.3 EVALUATION FACTORS - PROPOSALS:

BCSD seeks to achieve the maximum value for the Board, staff, students and community. To that end evaluations of BCSD solicitations shall be based on, but not limited to the following criteria.

- a. Cost: Service pricing and availability;
- b. Value added considerations and benefits to the BCSD
- c. Quality of service: personnel, and facilities of the firm's organization, as determined solely by the BCSD;
- d. The firm's relevant experience, qualifications, and success in providing a service of the type described in this document;
- e. The firm's reputation for quality service and problem solving within the marketplace;
- f. The contractual terms proposed by the firm that would govern any contract relationship with the BCSD;
- g. The firm's capability to provide requested services in a timely manner as agreed upon;
- h. The firm's financial stability; and
- i. The firm's references from three major commercial accounts

The Scoring Weight for this solicitation is as follows:

- a. Cost – 30%
- b. Qualifications – Past Performance – 25%
- c. Experience – 25%
- d. Implementation Plan – 20%

6.0.4 ORAL PRESENTATIONS:

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

7.0 TERMS & CONDITIONS- A. GENERAL

7.0.1 ASSIGNMENT (JAN 2006):

No Contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

7.0.2 BANKRUPTCY (JAN 2006):

- a) Notice: In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all BCSD contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.
- b) Termination: This Contract is voidable and subject to immediate termination by the BCSD upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

7.0.3 CHOICE OF LAW (JAN 2006):

The Agreement, any dispute, claim or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

7.0.4 CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JAN 2006):

- a) Any Contract resulting from this solicitation shall consist of the following documents:
 - 1) A Record of Negotiations, if any, executed by You and the Procurement Officer,

- 2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable,
- 3) the solicitation, as amended,
- 4) modifications, if any, to Your Offer, if accepted by the Procurement Officer,
- 5) Your Offer,
- 6) any statement reflecting the BCSD's final acceptance (a/k/a "award"), and
- 7) purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

- b) The terms and conditions of documents 1) through 6) above shall apply notwithstanding any additional or different terms and conditions in either:
 - 1) a purchase order or other instrument submitted by the BCSD or
 - 2) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
- c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the BCSD. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

7.0.5 DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

- a) Discounts for prompt payment will not be considered in the evaluation of Offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.
- b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

7.0.6 DISPUTES (JAN 2006):

- a) Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11,

Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Beaufort County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

- b) Service of Process: Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

7.0.7 EQUAL OPPORTUNITY (JAN 2006):

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

7.0.8 FALSE CLAIMS (JAN 2006):

According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

7.0.9 FIXED PRICING REQUIRED (JAN 2006):

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including options.

7.0.10 NON-INDEMNIFICATION (JAN 2006):

Any term or condition is void to the extent it requires BCSD to indemnify anyone.

7.0.11 NOTICE (JAN 2006):

- a) After award, any notices shall be in writing and shall be deemed duly given
 - 1) upon actual delivery, if delivery is by hand,
 - 2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or

- 3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the BCSD shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

7.0.12 PAYMENT AND INTEREST (MAY 2011):

- a) Unless otherwise provided in this solicitation, the BCSD shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the BCSD.
- b) Unless otherwise provided herein, including the purchase order, payment will be made by check.
- c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the BCSD shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.
- d) Amounts due to the BCSD shall bear interest at the rate of interest established by the South Carolina Controller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended.
- e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section -34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied a simple interest without compounding.

7.0.13 PUBLICITY (Jan 2006):

Contractor shall not publish any comments or quotes by the BCSD employees, or include the BCSD in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

7.0.14 PURCHASE ORDERS (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options

available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

7.0.15 SETOFF (JAN 2006):

The BCSD shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the BCSD's option to withhold for the purposes of set-off any moneys due to the Contractor under this Contract up to any amounts due and owing to the BCSD with regard to this Contract, any other contract with any BCSD department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the BCSD for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

7.0.16 SURVIVAL OF OBLIGATIONS (JAN 2006):

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this Contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

7.0.17 TAXES (JAN 2006):

Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the BCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the BCSD. It shall be solely the BCSD's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the BCSD to Contractor, Contractor shall be liable to the BCSD for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

7.0.18 TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006):

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

7.0.19 THIRD PARTY BENEFICIARY (JAN 2006):

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims

hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

7.0.20 WAIVER (JAN 2006):

The-BCSD does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the BCSD's rights under this Contract. Any waiver must be in writing.

7.1 TERMS AND CONDITIONS – B. SPECIAL:

7.1.1 CHANGES (JAN 2006):

a) Contract Modification: By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

- 1) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the BCSD in accordance therewith;
- 2) method of shipment or packing;
- 3) place of delivery;
- 4) description of services to be performed;
- 5) time of performance (*i.e.*, hours of the day, days of the week, etc.); or,
- 6) place of performance of the services.

Subparagraphs 1) to 3) apply only if supplies are furnished under this contract. Subparagraphs 4) to 5) apply only if services are performed under this contract.

b) Adjustments of Price or Time for Performance: If any such change increases or decreases the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the Contractor from proceeding with the Contract as changed, provided that the BCSD promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

- c) Time Period for Claim: Within 30 days after receipt of a written contract modification under Paragraph a) of this clause, unless such period is extended by the Procurement Officer in writing, the Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the Contractor's claim unless the BCSD is prejudiced by the delay in notification.
- d) Claim Barred After Final Payment: No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

7.1.2 COMPLIANCE WITH LAWS (JAN 2006):

During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

7.1.3 CONTRACT LIMITATIONS (JAN 2006):

No sales may be made pursuant to this Contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this Contract and may subject contractor to suspension or debarment.

7.1.4 CONTRACTOR'S LIABILITY INSURANCE (MAR 2013):

- a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- b) Coverage shall be at least as broad as:
 - 1) Commercial general Liability (CGL): Insurance Services Office (ISO) Form Number CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in this policy.
 - 2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor

including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form Number CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

- d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- f) Should any of the above described policies be cancelled before the expiration date thereof; notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- g) Contractor hereby grants to the District and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District or applicable Using Government Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.
- i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insure, coverage, or other special circumstances.

7.1.5 CONTRACTOR PERSONNEL (JAN 2006):

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

7.1.6 CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006):

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contract will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

7.1.7 DEFAULT:

- a) 1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to –
 - i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
 - iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).
- 2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the contractor does not cure such failure within 19 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.
- b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the contractor will be liable to the District for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.
- c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.
- d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.
- e) If this contract is terminated for default, the District may require the contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any
 - 1) completed supplies, and

- 2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the contractor shall also protect and preserve property in its possession in which the District has an interest.
- f) The District shall pay contract price for completed supplies delivered and accepted. The contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor’s rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the procurement officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- g) If, after termination, it is determined that the contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor’s rights under the Disputes clause.
- h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.1.8 ESTIMATED QUANTITY - UNKNOWN (JAN 2006):

The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

7.1.9 ILLEGAL IMMIGRATION:

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

7.1.10 INDEMNIFICATION - THIRD PARTY CLAIMS (NOV 2011):

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party of an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the BCSD, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

7.1.11 LICENSES AND PERMITS (JAN 2006):

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitations and the contract.

7.1.12 MATERIAL AND WORKMANSHIP (JAN 2006):

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended.

7.1.13 NEPOTISM POLICY:

The contractor shall immediately report to the Chief Operational Services Officer any current or pending employment of an immediate family member of the BCSD Superintendent, Executive Leadership Team, School Principals, Facilities Planning and Construction Officer, or Procurement/contracting personnel.

7.1.14 PRICE ADJUSTMENTS (JAN 2006):

a) Method of Adjustment. Any adjustment in the contract price mad pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of

the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- 2) by unit prices specified in the Contract or subsequently agreed upon;
- 3) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- 4) Consumer Price Index (CPI): Contract prices for services and supplies will remain firm for three (3) years. Contractors must request annual price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the District received their written request.

Price adjustments will be made in accordance with the percentage changes in the U.S department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average and each six month average, thereafter. The percentage difference between those two CPI issues will be the annual price adjustment rate. Said price adjustment may not, under any circumstances, **exceed three (3) percent** of the price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed; or

- 5) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Coordinator in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

- b) Submission of Price or Cost Data. Upon request of the Procurement Coordinator, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

7.1.15 PURCHASING CARD (JAN 2006):

Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows BCSD to make authorized purchases from a vendor without the requirement to issue a purchase order.

7.1.16 RELATIONSHIP OF THE PARTIES (JAN 2006):

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

7.1.17 SHIPPING / RISK OF LOSS (JAN 2006):

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause)

7.1.18 TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:

The anticipated effective date of this contract will be February 2015. The initial term of this agreement is for one (1) year from the effective date.

7.1.19 TERM OF CONTRACT – OPTION TO RENEW:

At the end of the initial term, and at the end of each renewal term, this contract has the option to renew for a period of two (2) years, unless contractor receives notice that the BCSD elects not to renew the contract at least thirty (30) days prior to the date of renewal. With the exception of a voluntary extension subject to BCSD Superintendent's approval, this contract expires no later than the last date stated on the maximum contract periods.

7.2.20 TERMINATION FOR CONVENIENCE – (JAN 2006):

- 1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- 2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer:
 - a) any completed supplies; and
 - b) Such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of

this section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

4) Compensation.

- a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with subparagraph (c) of this paragraph.
- b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under paragraph (3) of this clause, and the contract price of the work not terminated;
- c) Absent complete agreement under subparagraph (b) of the paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under subparagraph (b) shall not duplicate payments under this subparagraph:
 - i) contract prices for supplies or services accepted under the contract;
 - ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
 - iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to paragraph (2) of this clause. These costs must not include costs paid in accordance with subparagraph (c)(iii) of this paragraph;
 - iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph (b) of this paragraph, and the contract price of work not terminated.
- d) Contractor must demonstrate any costs claimed, agreed to, or established under subparagraphs (b) and (c) of this paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:

- i) affect the District's right to require the termination of a subcontract
- ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

7.2.21 WARRANTY – STANDARD (JAN 2006):

Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

8.0 BIDDING SCHEDULE / PRICE BUSINESS PROPOSAL:

1. The Offeror(s) shall submit pricing for goods and services in the manner stipulated in this document (Cost Proposal). All pricing must be valid for at least 120 days from the solicitation close date. All cost submitted must remain firm for the initial three-year contract period, except for noted price adjustment provisions, to begin with contract execution.
2. Offeror must clearly outline any items with additional cost. The additional cost must be submitted along with this proposal. If additional costs are not submitted, then the District will assume pricing provided includes all cost associated with the requested Substitute/Temporary employee services.

POSITION	MARKUP PERCENTAGE
1. Teacher	
2. Paraprofessional (teaching assistants)	
3. Nurses	

9.0 ATTACHMENTS TO SOLICITATION

Minority and Woman Business Enterprise Policy and Requirements

Mission of the Beaufort County School District Board of Education:

To serve the community by providing the opportunity for each student to receive a highly effective education

Statement of Policy

It is the policy of the Beaufort County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of BCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Beaufort County School District will comply with this BCSD policy.

M/WBE Compliance

Potential bidders must demonstrate their process for contracting or utilizing businesses as subcontractors or suppliers for work on projects undertaken is open to businesses regardless of race, gender or ethnicity, by fulfilling one (1) of three (3) alternative eligible bidder categories.

1. Documentation of prior M/WBE on projects undertaken in South Carolina during the previous two (2) years at the level of availability.
2. Documentation of prior good faith outreach efforts on all projects undertaken in South Carolina during the previous two (2) years.
3. Commitment to future good faith outreach efforts in all projects undertaken in South Carolina.

On eligible projects that equal or exceed five million dollars in value, potential bidders are required to make a good faith effort to enter into a joint venture or Mentor/Protégé arrangement at the prime contractor level which includes at least one (1) certified minority- and/or woman-owned firm.

- Companies involved in joint venture Mentor/Protégé arrangements must be of a different race or gender ownership.
- Each eligible bidder shall submit with each bid submission on an eligible contract:
 1. A complete and signed subcontractor plan. Eligible bidders who submit bid proposals which fail to utilize minority- and/or female-owned business enterprises at a level consistent with availability, must submit documentation detailing their “good faith outreach efforts” to utilize minority- and/or female owned firms.
 2. Written documentation demonstrating the eligible bidder’s good faith efforts to identify, contract with, or utilize businesses, including certified M/WBE's, as sub-contractors or suppliers on the eligible project.
- Acceptable good faith effort documentation:
 1. The eligible bidder contacted the District Purchasing and Contract Compliance Offices, other private sector and government entities, or M/WBE's organizations, to identify

- available businesses to work on the eligible bidder project, including minority-and woman-owned firms.
2. The eligible bidder placed notices of opportunity for minority-and woman-owned firms to perform subcontracting work on the eligible project in newspapers, trade journals and other relevant publications specifically targeted to M/WBE's, or communicated such notices or opportunities via the Internet or by other available media means.
 3. The eligible bidder submitted invitations to bid for work on the eligible project to qualified businesses, including minority-and woman-owned firms.
 4. The eligible bidder included in such notices and invitations, a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
 5. The eligible bidder promptly responded to inquiries, provided necessary physical access and time for all interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time to allow all interested businesses to prepare bids and quotes, regardless of race, gender or ethnicity.
 6. The eligible bidder considered, hired, or otherwise utilized qualified and available businesses for an eligible project, including minority-and woman-owned firms.
 7. For each business which contacted or was contacted by the eligible bidder regarding sub-contracting or services on the eligible project, the eligible bidder shall maintain all written documents reflecting such contact, including bids, quotes and proposals.

Subcontractor Participation

Beaufort County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

Business Utilization Report

In order to facilitate an effective monitoring system, each contractor, bidder or Offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with BCSD. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

Business Enterprise Utilization Report

List all vendors/subcontractors to be used on this project. All MBE's or WBE's proposed for utilization on this project **must be certified** by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Beaufort County School District's Minority Business Enterprise Plan prior to utilization on this project.

In column 2 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- WBE – Woman Business Enterprise

<u>Sub-Contractor Name</u>	<u>Gender Group</u>	<u>Address</u>	<u>Phone #</u>	<u>Other</u>	<u>Email</u>

Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Beaufort County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically the BCSD seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Woman Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Woman Business utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Woman Business Enterprise Program in the performance of this contract.

Signature

Date

Name: _____

Title: _____

Project: _____