Solicitation: FS2425-01
Issue Date: July 24, 2024
Buyer: Criselda Mendoza-Landa
Phone : (843) 398-2272
Email: Criselda.mendozaland@darlington.k12.sc.us

Request For Proposal (RFP)

DESCRIPTION: Food Service Nutrition Point of Sale (POS) Software

RFP ESTIMATED TIMELINE	DATES
Issue Request for Proposal	July 24, 2024
Deadline for Questions	July 29, 2024, by 10:00 AM (EST)
Anticipated Issue Response to Questions	August 1, 2024, by 5:00 PM (EST)
Deadline to Submit Proposal/Opening date	August 5, 2024, by 11:00 AM (EST)
Anticipated Date for Interviews/Presentations	Week of August 12, 2024
Anticipated Date of Notice(s) of Intent to Award	On or Before August 19, 2024

Acknowledgment of Amendments offerors acknowledges receipt of amendments by indicating amendment number , date of issue and Initials of Offeror.	**Amendment Number** ☐	**Amendment Number** ☐	**Amendment Number** ☐	**Amendment Number** ☐
Date of Amendment				
Initials of Offeror				

AWARD & AMENDMENTS	It is anticipated that a "Notice of Intent to Award" or "Contract Award" will be posted in the Darlington County School District Office, 120 E Smith Ave., Darlington, SC, sent to all Bidders and posted on the District's website at www.dcsdschools.org click "Departments" click "Business Office" click "Procurement" click "Solicitation Awards" click "2024-25 Solicitation Awards" within thirty (30) days following the bid opening date and time. Any resulting contract from this solicitation will incorporate the terms, conditions, provisions, specifications and/or scope of work described herein except as may be amended by any amendment, "Notice of Intent to Award," or "Contract Award." This solicitation and any amendments will also be posted on the District's website.

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 forty-five (45) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) □ Sole Proprietorship SSN _____ -_____ - _____ □ Corporation Federal ID # _____ □ S. C. Minority Vendor Minority Vendor # _____ □ Other _____ (See provision entitled "Signing Your Offer".)
AUTHORIZED SIGNATURE (Offeror named Person signing must be authorized to submit binding offer to enter contract on behalf of above.)	CITY STATE
AUTHORIZED PERSON'S NAME PRINTED	
TITLE (Business title of person signing above) DATE	

MAILING ADDRESS	CITY	STATE	ZIP
STREET ADDRESS	CITY	STATE	ZIP
E-MAIL	TELEPHONE	FAX	

Solicitation Outline

I. Scope of Solicitation

II. Instructions to Offerors

A. General Instructions

B. Special Instructions

III. Scope of Work / Specifications

May be blank if Bidding Schedule / Cost Proposal attached

IV. Information for Offerors to Submit

V. Qualifications

VI. Award Criteria

VII. Terms and Conditions

A. General

B. Special

VIII. Bidding Schedule

Appendix I – Company Questionnaire

Appendix II – References

Appendix III – Technical Requirements and Security Questions

Appendix IV – Price Sheet

Appendix V – Statement of Assurance and Compliance

Appendix VI – Non-Collusion Affidavit

Appendix VII – Conflict of Interest

I. Scope of Solicitation:

The purpose of this Request for Proposal (RFP) is to solicit a qualified proposal from offerors to provide a fully integrated School Nutrition Software solutions system that should be capable of controlling, documenting and reporting that best meets The School Nutrition Department of Darlington County School District's needs. The ideal respondent must have verifiable experience in successfully implementing the proposed solution at public agencies of similar size and with similar requirements as those of Darlington County School District. The proposed solution must comply with the enclosed description and/or specifications and conditions.

II. INSTRUCTIONS TO OFFERORS

Darlington County School District is requesting proposals from interested parties to provide a complete School Nutrition software solutions system.

All bidders must submit one (1) original paper proposal along with six (6) paper copies to be used by the evaluation committee. One (1) copy of the cost proposal must be provided in a sealed envelope to be scored by the Procurement Officer after the evaluation committee has scored qualifications.

All proposals must be submitted in a sealed package.

A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION a) The 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.dcsdschools.org Click Departments, Click Business Office, Click Procurement, Click Solicitations, & Click 2024-25 Solicitations, (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment.

AWARD NOTIFICATION Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, 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.

BID / PROPOSAL AS OFFER TO CONTRACT By submitting Your Bid or Proposal, You are offering to enter into a contract with Darlington County School District. 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 on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

DEADLINE FOR SUBMISSION OF OFFER Any offer received after the procurement officer of Darlington County School District 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 purchasing office for Darlington County School prior to the bid opening.

DEFINITIONS Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

(1) AMENDMENT - means a document issued to supplement the original solicitation document.
(2) BOARD - means the Darlington County School District Board of Education.
(3) BUYER - means the Procurement Officer.
(4) CHIEF PROCUREMENT OFFICER – means the Director of Purchasing or designee.
(5) 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.
(6) DISTRICT – means Darlington County School District.

(7) OFFER - means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are
used interchangeably with the term "Offer."
(8) OFFEROR - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the
term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
(9) PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.
(10) SOLICITATION - means this document, including all its parts, attachments, and any Amendments.
(11) SUCCESSFUL BIDDER - The Bidder chosen by the District for award of a contract. (Also known as the "Contractor" upon commencement of the contract)
(12) SUBCONTRACTOR - means an individual or entity having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
(13) YOU and YOUR - means Offeror.
(14) 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.
(15) CONTRACT See clause entitled Contract Documents & Order of Precedence.
(16) 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.

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 the District's attention.

TAXES OMIT FROM PRICE Do not include any taxes in your price that Darlington County School District may be required to pay.

PROTESTS Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) 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 seven (7) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Chief Procurement Officer, 120 East Smith Avenue, Darlington, SC 29540 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. Prices will not be divulged at this time.

QUESTIONS FROM OFFERORS (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. 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) Darlington County School District 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.

RESTRICTIONS APPLICABLE TO OFFERORS By submitting an Offer, You agree not to discuss this procurement activity in any way with any Darlington County School District employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

SIGNING YOUR OFFER 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 its 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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCUSSION WITH RESPONSIVE OFFERORS Discussions may be conducted with responsive offerors who submit proposals for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bid. All offerors, whose proposals, in Darlington County School District's sole judgment, needing clarification shall be accorded such an opportunity.

SUBMITTING CONFIDENTIAL INFORMATION 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 contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. 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.

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. 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 District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. 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. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Darlington County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

BID ACCEPTANCE PERIOD In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or part.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, ore receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information –Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids. Section 8-13-1150.

DRUG FREE WORK PLACE CERTIFICATION By submitting an Offer, Contractor 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.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District 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 District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

IRAN DIVESTMENT ACT By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310.

SORT By submission of this bid, the bidder is signing on behalf of himself and any workers employed, that they are in compliance with all of the State SORT laws, South Carolina Code of Laws 23-3-535.

B. SPECIAL INSTRUCTIONS

Questions Relating to this Invitation For Bid
Questions for the purpose of clarifying any part of this IFB must be in writing and can be delivered, or e-mailed to: Criselda Mendoza-Landa, Darlington County School District, Procurement Specialist, 120 E Smith Avenue, Darlington, SC 29540.

Pre-bid Meeting N/A

E-mail: Criselda.mendozaland@darlington.k12.sc.us The solicitation number and name must be clearly noted on all correspondence. For correspondence via e-mail, put it in the 'Subject" field.

Questions for the purpose of clarifying any part of this IFB will be responded to and will be posted at the following web address: www.dcsdschools.org Click Departments, Click Finance & Procurement, Click Solicitations, Click 2024-25 Solicitations**.**

Bid Submittal
The District shall receive all bids no later than the date and time specified on the cover page. The District will accept bids via email if you choose to do so. When they are received, they will be printed and put in an envelope and sealed for specified bid opening time. It will be the bidder's responsibility to check with the Procurement Officer to make sure the bid was received before the opening date/time. The District will not accept any responsibility for bids that were not received or followed up on in a timely manner.

Faxed bids are not acceptable.

Required: (if mailed)
Clearly mark the outside of the sealed envelope, box, or package containing the bid and the FEDEX or UPS package with the solicitation # and solicitation description found on the cover page.

Hand delivery/Mail/ Courier service to:
Criselda Mendoza-Landa
Darlington County School District
Procurement Office
120 E Smith Avenue
Darlington, SC 29540

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The District is not responsible for any delays caused by the Bidder's chosen means of proposal delivery. **Bidder failure to meet the proposal due date and time shall result in rejection of the bid.**

III. SCOPE OF SERVICES

The School Nutrition Department of Darlington County School District is seeking a fully integrated School Nutrition Software solutions system that should be capable of controlling, documenting and reporting the following functions:

- Overall System Features
- Point of Sale
- Internet Meal Payments
- Free and Reduced Module
- Online Free and Reduced Apps and Scanning (for future use if needed)
- Accountability Reporting
- Financial Management
- Training and Support
- Food and Supply Order Processing
- Bid Analysis/Procurement
- End of month and end of year reporting
- Procedures for beginning and ending of school year
- Menu Planner/Nutrition Analysis
- USDA Commodity Management
- Cloud based database along with backup/file storage

In addition, the district is seeking to upgrade its pin pads (38) to a new version with Optical Scanner combination capability.

Training – On-Site

Darlington County School District's school nutrition operation has approximately 95 employees working across 18 schools. The successful vendor shall provide all materials, instructions, and on-site training for District employees. On-site training shall be performed after the complete installation and set-up for all hardware and software. Detailed manager training is needed for approximately 18 employees along with back of the house training for 3 district level employees. Training videos should be made available at all times for all employees after initial installation.

Installation

The successful vendor shall provide a turnkey installation providing all necessary components and software for complete installation. Vendor shall test and certify in writing that all components and software are fully operational and functional prior to on-site training.

Product Information

Vendor shall include its latest catalog and/or specification sheets for the proposed School Nutrition software solutions system.

Completion Date

It is the intent of Darlington County School District to have the system completely installed, properly operating, all back of the house data input completed and all personnel trained by Friday, December 13, 2024.

Presentation/Demonstration

During the evaluation process, offerors meeting the requirements of the RFP may be required to provide an oral presentation/demonstration if not already done so prior. This will provide an opportunity for offerors to clarify their proposals and to ensure that the Darlington County School District's evaluation team has a thorough understanding of the software concept. The presentation/demonstration will be on-site at the District Office of Darlington County School District. Any and all costs incurred for the presentation/demonstration shall be at the offeror's expense.

RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

Written proposals shall include all of the information required in this Request for Proposal, and may include any additional information that the respondent deems pertinent to the understanding and evaluation of the RFP. Submittals shall include the following information, in the following order, divided by tabs:

A. Signed Bid Pages 1 & 2, Cover letter and Company Overview
B. Executive Summary – explanation outlining your company's qualifications for providing this type of product and service. This should include any highlights, benefits, conclusion, assumptions, or general recommendations of the proposal.
C. Proposed Scope of Work, Project Understanding and Approach – the offeror must clearly explain their understanding of the project and how its solution is the best overall value to Darlington County School District. This explanation shall include the overall solution and project approach. Include, at minimum, those responsibilities listed in Scope of Work and Technical Requirements.
D. Qualifications and Experience – the offeror shall provide evidence of the company's capacity to deliver successful objectives of this project along with evidence of projects similar in size for other school districts. Provide a summary of the Offeror's qualifications to successfully execute this project. Include at a minimum the following:
    - Unique qualifications – What unique qualifications does the Offeror have that will ensure project success?
    - Project team – Offeror must demonstrate the management, staff qualifications, capability to staff and supervise the development, installation, integration and testing of proposed School Nutrition software system.
    - Provide five (5) references from other K-12 school districts, preferably in South Carolina, that use Smart Fusion and are using the School Solutions Software System proposed for Darlington County School District. References are to be provided in Appendix II.
E. Technical Proposal – all respondents should confirm their compliance with the Technical requirements detailed in the Scope of Work. The Offeror must also complete and submit with their proposal Appendix III – Technical Requirements.
F. Price Proposal – the price sheet, Appendix IV, shall be submitted separately in a **sealed envelope.** Ability to provide a turnkey system to include set-up, installation, training, support and maintenance that meets the requirements identified in this solicitation to include a detailed description/specification of the following. Pricing shall include all travel expenses.
    - Modules for the District Office and school sites

- Training Price – On-site training including training materials
- Annual Maintenance
- Software License Renewals/Upgrades
- Setup and Installation
- Technical Support/Maintenance
- Pricing for thirty-eight (38) optical scanner combination pin pads
- Additional Pricing

G. Appendices
- Appendix V – Statement of Assurance and Compliance
- Appendix VI – Non-Collusion Affidavit
- Appendix VII – Conflict of Interest

IV. INFORMATION FOR OFFERORS TO SUBMIT

1. Offeror is to provide Signature Sheet (Page 1)
2. Vendor Application Form (Page 12)
3. All bids should be complete and should convey all of the information requested by the District. If significant errors are found in the Offeror's bid, or if the bid fails to conform to the essential requirements of the RFP, the District and the District alone, will be the judge as to whether the variance is significant enough to reject the bid. Bids which included either modifications to any of the contractual requirements of the RFP or an Offeror's standard terms and conditions may be deemed non-responsive and therefore not considered for award.
4. Appendix I – Company Questionnaire (Page 14)
5. Appendix II – References (Page 16)
6. Appendix III – Technical Requirements and Security Questions (Page 17)
7. Appendix IV – Price Sheet(Page 21)
8. Appendix V – Statement of Assurance and Compliance (Page 22)
9. Appendix VI – Non-Collusion Affidavit (Page 23)
10. Appendix VII – Conflict of Interest (Page 24)
11. Certificate of Insurance with DSCD named as Certificate holder (Must be provided if awarded bid).

Failure to provide all requested information will be reason for rejection of bid.

V. QUALIFICATIONS

Offeror must, upon request of the District, furnish satisfactory evidence of its ability to furnish the goods or services requested in accordance with the terms and conditions set forth in this bid. The District reserves the right to make the final determination as to the Offeror's ability to provide the goods/services requested herein. A SC General or Mechanical Contractors license is required for anyone performing commercial construction over 5,000 in the regulated classifications listed in Title 40, Chapter 11, Section 40-11-410. Commercial contractors will be required to include their SC License # on the bidding schedule. (If applicable)

VI. AWARD CRITERIA

Darlington County School District will not select the School Nutrition Software Solutions System strictly on a low price basis. Although the practice will be one of the factors considered in selecting a Vendor. Darlington County School District reserves the right to negotiate final price, fees and scope of services with the selected Vendor. The Vendor shall indicate any additional work that it believes is needed and the price of such work separately.

VII. Terms and Conditions

A. General

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment

of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Darlington County School District.

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, Criselda Mendoza-Landa, Procurement Specialist, 120 E Smith Avenue, Darlington, South Carolina 29540.

FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

I**NDEMNIFICATION**: Darlington County School District, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

PAYMENT FOR GOODS & SERVICES: Payment for goods & services received by the District shall be processed in accordance with Darlington County School District Procurement Code.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor will be required to assume sole responsibility for the complete effort as required by this IFB. The District will consider the contractor to be the sole point of contact with regard to contractual matters.

SOUTH CAROLINA GOVERNING LAW CLAUSE: The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Darlington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

SUBCONTRACTING: If any part of the work covered by this IFB is to be subcontracted, the offeror shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District. The offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

TERMINATION: Subject to the Provisions below, any contract resulting from this proposal may be terminated by the Director of Procurement, provided a thirty (30) days advance notice in writing is given to the contractor. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in the bid shall apply.
Default: In case of default, the District reserves the right to purchase any or all items/services in default in open market, charging the Contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.

OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District.

B. Special

CHANGES: Any changes, additions, or deletions must first be authorized by the Darlington County School District Procurement Department.

INSPECTION RIGHTS:
Darlington County School District reserves the right to inspect and approve the services/equipment offered under the specifications of this solicitation.

INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Purchasing Department of Darlington County School District**.**

WARRANTY:
Manufacturer's standard warranty will be required in writing with delivery and installation of components and software.

FEES, LICENSES, PERMITS AND RESPONSIBILITIES:
The contractor, at his own expense, is responsible for obtaining any necessary licenses, fees, or permits and for complying with all applicable Federal, State, and local laws and regulations in connection with the performance of this service. Contractor shall be responsible for all damages to persons or property that occurs as a result of his or employees' fault or negligence. Contractor should complete project within thirty (30) days of the award being issued by the District.

DEBARMENT/SUSPENSION:
By submission of a response to this solicitation, bidders are certifying that they are not debarred or suspended from doing business with any other School District.

Darlington County School District reserves the right:

- to award bids based on individual items, group items, or the entire list of items;
- to reject any or all bids, or any part thereof;
- to waive any informality in bids;
- to accept the bid that is most advantageous to the District.

DARLINGTON COUNTY SCHOOL DISTRICT

VENDOR APPLICATION FORM

Procurement Office Use Only
Vendor ID # Initials

BUSINESS FULL LEGAL NAME & ADDRESS:

REMITTANCE ADDRESS (IF DIFFERENT):

PHONE: FAX: PHONE: FAX:
WATTS: CELL: WATTS: CELL:
➔ WEBSITE ADDRESS:

NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:

OWNER / PRESIDENT: PHONE: FAX:
➔ EMAIL ADDRESS FOR OWNER / PRESIDENT:
PARTNER 1: PHONE: FAX:
PARTNER 2: PHONE: FAX:
VICE-PRESIDENT: PHONE: FAX:
TREASURER: PHONE: FAX:
DISTRICT MANAGER: PHONE: FAX:
SALES REPRESENTATIVE: PHONE: FAX:
➔ EMAIL ADDRESS FOR MAIN SALES CONTACT:

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: (Check all that apply)

- ☐ Individual
- ☐ Partnership (not Inc.)
- ☐ Small Business
- ☐ Construction (not Inc.)
- ☐ Medical Services
- ☐ Attorney
- ☐ Service Provider
- ☐ Sales & Service
- ☐ Research & Dev.
- ☐ Corporation (Inc.)
- ☐ Partnership (LLP)
- ☐ Manufacturer
- ☐ Construction (Inc.)
- ☐ Governmental
- ☐ Distributor / Dealer
- ☐ Wholesaler / Retailer
- ☐ Sales (only)
- ☐ Other

Are you subject to IRS 1099 reporting for income tax purposes?
☐ Yes ☐ No ☐ I don't know

STATUS: ☐ Minority Owned * ☐ Woman Owned *
* Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

- ☐ Books & Similar Materials
- ☐ Computer Hdw / Software
- ☐ Construction (Specify Below)
  - ☐ Electrical
  - ☐ Masonry
  - ☐ Mechanical / HVAC
  - ☐ Painting
  - ☐ Plumbing
  - ☐ Roofing
  - ☐ Other (specify)
- ☐ Equipment
- ☐ Food Products
- ☐ Furniture
- ☐ Other (specify)
- ☐ Landscaping / Lawn Maint.
- ☐ Printing
- ☐ Rentals (specify)
- ☐ Repairs (specify)
- ☐ Services (specify)
- ☐ Supplies (specify)
- ☐
- ☐ Telecommunications
- ☐ Vehicles / Trucks

IDENTIFICATION AND CERTIFICATION:

In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and $50 penalty. ** This serves as a substitute Federal W-9.**

For individuals, enter social security number (SSN):	
For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):	
For partnerships, corporations or others, enter FEIN:	
For verification of sales tax collection authority, enter State of SC Sales Tax License Number:	
For certified minority/disadvantaged businesses, enter State of SC Certification Number:	

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do business with any agency of the State of South Carolina, the Federal government or Darlington County School District.

Authorized Signatory | Print Name & Title | Date Completed

EVALUATION/AWARD CRITERIA

The committee, comprised of Darlington County School District employees and representatives, will evaluate each proposal based upon the criteria listed below. The written evaluation will produce a list of the top-rated proposals (short list) that will be selected for possible presentations and interviews. Respondents may or may not be interviewed and Darlington County School District reserves the right to conduct interviews at its sole discretion. Presentations and interviews will be conducted at a time set by both the district and the offeror. Offerors will be contacted by the School Nutrition department via telephone or e-mail to determine their interview date and time. Offerors should plan to be available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend the interview may not be given a score which could jeopardize the offeror's competitiveness. If awarded the project, all interview statements will become part of the final contract.

The evaluation criteria are as follows:

RFP Evaluation Criteria	Points Scale
1. Technical Proposal • Compliance of the technical specifications detailed in the Scope of Work • Appendix III Technical Requirements • Completeness and quality of the documentation of the technical proposal for the proposed system.	Maximum of 40 points
2. Price • Appendix IV Price Sheet • Will be calculated after all other factors are scored.	Maximum of 25 points
3. Experience and Qualification • Relevant experience and qualifications • Key personnel • Record of past performance • References • Company Questionnaire • Experience with similar projects.	Maximum of 25 points
4. Project Approach and Understanding Plan • Effectiveness of the organizational project structure • Facilitating capabilities used in executing and managing the project to include: o Overall approach for coordinating and managing project activities o Meet the project completion schedule	Maximum of 10 points

APPENDIX I – COMPANY QUESTIONNAIRE

1. Name of Company:

   Trade Name (if different from Company Name):

   Telephone Number(s):

   Email Address:

   Principal Office Address:

2. Experience:

   a. How many years has this Company been in business under its present business name?

   b. What are the prior business names of this Company, if any?

3. How many years of experience in School Solutions Software does this Company have?
   a. As a Vendor:

   b. As a Subcontractor:

   c. With School Districts:

   d. With School Districts using SmartFusion:

4. Provide a list of current incomplete installations and trainings held by this Company? (attach supplemental sheet if necessary)

Project	Client	Amount	% Complete

5. Does this Company plan to subcontract any part of this project? If so, for each subcontractor list the name, years of experience, and scope of work to be performed.

6. Company Responsibility

a. Has this Company ever failed to complete any work awarded to it? If yes, provide the name of the Client, name of the Bonding Company and the circumstances.
b. Is this Company debarred by the Federal Government, by the State of South Carolina, by any other state, by any town, by any city, or by any county? If yes, please provide details surrounding the debarment(s).
c. Has this Company ever had any judgments entered against it for breach of contract? If yes, please provide details surrounding the judgment and the breach.

7. Does the Company comply with Darlington County School District's insurance requirements listed under section XI Terms and Conditions?

8. Have you or your authorized representative personally inspected the locations of the proposed work?

9. Does the offeror have a clear understanding of the requirements of the RFP documents?

10. Is the Company a woman owned or minority owned business?

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by Darlington County School District in verification of this statement of qualifications. Also, the undersigned hereby agrees to furnish Darlington County School District upon request, a complete and current financial statement.

The undersigned confirms the information provided in Appendix I is accurate and credible for Darlington County School District's analysis and evaluation.

Company: _____

Offeror: _____ _____
(Signature) (Print Name)

Title: _____

Date: _____

APPENDIX II – REFERENCES

Please provide a minimum of five (5) references, three (3) of which should be South Carolina Public School Districts. Preference is for South Carolina School Districts that utilize the SmartFusion Financial Management System. References must be currently using a School Nutrition Software Solutions System, installed and maintained by your company that is similar in size and scope to the work and services described in this solicitation. References should be from clients whose current usage has been for at least one complete school year.

Reference One – School Name:
Address:
Contact Person:
Phone Number:
E-mail Address:
How long as the school utilized the software solution?
SmartFusion user?

Reference Two – School Name:
Address:
Contact Person:
Phone Number:
E-mail Address:
How long as the school utilized the software solution?
SmartFusion user?

Reference Three – School Name:
Address:
Contact Person:
Phone Number:
E-mail Address:
How long as the school utilized the software solution?
SmartFusion user?

Reference Four – School Name:
Address:
Contact Person:
Phone Number:
E-mail Address:
How long as the school utilized the software solution?
SmartFusion user?

Reference Five – School Name:
Address:
Contact Person:
Phone Number:
E-mail Address:
How long as the school utilized the software solution?
SmartFusion user?

APPENDIX III – TECHNICAL REQUIREMENTS AND SECURITY QUESTIONS

The following pages of checklists and security questions identify the desired features of the overall system and the specifications for the system functions. For the checklists, mark either a "yes" or "no" answer to each item. A "yes" answer should convey a status of the present, NOT an "in the works" or "near future" status. Alternative specifications should be listed at the end of each function's specifications under OTHER. Additionally, any features your system provides that are not listed, please identify under OTHER. For the security questions provide detailed responses.

General System Features		
Designed exclusively for K-12 School Nutrition	YES	NO
Easy to learn & use	YES	NO
Single, Cloud based system	YES	NO
System functions are integrated	YES	NO
Data updates are real-time. No 'batch' updating requiring user intervention.	YES	NO
Microsoft Windows based – point & click	YES	NO
Runs on standard PC's, no proprietary hardware	YES	NO
Automatic program updates via internet connection for all modules to include end of year functions and beginning of new school year functions	YES	NO
Compatible with PowerSchool	YES	NO
Automatic update of newly enrolled students from PowerSchool into student information field in real time	YES	NO
Real time agent from PowerSchool to software for active and inactive students	YES	NO
Real time updates of student eligibility to school sites	YES	NO
Ability to upload student photos to software	YES	NO
Interface with Harris Financials (SmartFusion)	YES	NO
Allow customization of reports	YES	NO
User-controlled security by module and function	YES	NO
Reports across all modules can be exported to Excel, PDF files, etc.	YES	NO
User-friendly on screen and printed user's manuals	YES	NO
No database required at cafeteria site	YES	NO
No backups required at school site	YES	NO
Automated, Internet based Cloud backups performed daily with ability to perform manual backup when needed	YES	NO
Set student pin by PowerSchool student ID or either unique 5-digit pin, no duplications allowed	YES	NO
Integrated process of new year rollover with PowerSchool	YES	NO
Software Support/Training for all modules – available electronically		
Point of Sale		
Single database. Serve visiting students with regular meal account	YES	NO
Offline mode allows POS cashiers to continue serving even if connection to internet is lost	YES	NO
Handles prepayments and/or charges at any time	YES	NO
Multiple input options (PIN pad, barcode, fingerprint)	YES	NO
Able to store input of up to 5 transactions of students at POS	YES	NO
Prohibit items based on dietary restrictions	YES	NO
Customize item screens by cashier to include item pictures	YES	NO
Prevents over claims; student cannot be claimed twice	YES	NO

Built-in charge controls	YES	NO
Set ala carte limits	YES	NO
Tracks afterschool snack programs	YES	NO
Provides an alpha look-up for all accounts	YES	NO
User-defined security and access restriction by identification of system operator	YES	NO
Handles teacher, CN employee, and miscellaneous accounts	YES	NO
Automatically & discretely identifies student status	YES	NO
Tracks up to 999 different menu items for breakfast & 999 items for lunch	YES	NO
Item price is driven by student status	YES	NO
Tracks all cashier transactions by name, date and time	YES	NO
Maintains multi-year history via transaction archive	YES	NO
Allows students to be served by membership in multiple groups (i.e. homeroom, bus route, afterschool program)	YES	NO
Generates low balance and charge letters	YES	NO
Touch screen or standard keyboard	YES	NO
Ability to serve multiple ala carte purchases at once	YES	NO
Includes SC SLP Report format	YES	NO
Internet Meal Payments		
Allows parents/guardians to prepay from Internet with credit card in real time	YES	NO
Allows parents to see account balance and student transaction history	YES	NO
Low balance notification via email	YES	NO
Integrated with POS to accurately update balance and activity	YES	NO
Utilizes SSL security protocol	YES	NO
Administrative portal enables districts to generate management reports	YES	NO
Completely turnkey. Hosted and supported by vendor	YES	NO
Links to district menus	YES	NO
Free & Reduced Applications		
Family/household applications	YES	NO
Scan household applications	YES	NO
Handles import of direct certification data	YES	NO
Utilizes pre-loaded data from PowerSchool to minimize data input	YES	NO
Accommodates all USSDA designated categorical qualifications	YES	NO
Letters in multiple languages	YES	NO
Automated cross checking eliminates duplicate applications	YES	NO
Accommodates start of year temporary status grace period and an automatic expiration utility	YES	NO
User defined verification: Basic, Alternate Random, Alternate Focused	YES	NO
Complete audit trail of all activity	YES	NO
Keeps archived applications per USDA guidelines and allows easy access	YES	NO
Maintains list of withdrawn, deleted and students not applying	YES	NO
Expandable to accommodate scanning and internet applications (for potential future use)	YES	NO
Compliant with NSLP Reauthorization guidelines	YES	NO
Import/Export ability	YES	NO
Online Free & Reduced applications and scanning (for potential future use)	YES	NO

Accountability Reporting		
Allows for manual adjustment of data, as appropriate	YES	NO
Tracks meals per labor hour	YES	NO
Includes customized export for SCAPS claim reporting	YES	NO
Provides export for participation and revenue data	YES	NO
Generates monthly claim form	YES	NO
Calculates state and federal reimbursements	YES	NO
School site and district-wide participation tracking by category, status, etc.	YES	NO
School site and district-wide receipts and collections	YES	NO
School site and district-wide participation analysis	YES	NO
Financial Management		
Able to exchange data (import/export) with district accounting system	YES	NO
Tracks statistical data by school, by month, by year	YES	NO
Allows for comparison of statistical data across schools, months & years	YES	NO
Training & Support		
800# - always a live voice. Closely monitored response times	YES	NO
Remote PC log in capability	YES	NO
Service level metrics monitored continually	YES	NO
Onsite and remote training including “Go Live”	YES	NO
Thorough user’s manuals	YES	NO
On-screen help guides	YES	NO
Quick-start tutorial documentation	YES	NO
Always thorough pre-training planning	YES	NO
Help desk hours M-F 7:00 am – 5:00 pm ET	YES	NO
Emergency support	YES	NO
User group meetings & workshops	YES	NO
Dedicated support website with secure customer login	YES	NO
Regularly scheduled training webinars archived to support website	YES	NO
Refresher training available	YES	NO
Available hardware assistance	YES	NO

Security Questions:

1. Describe your backup and data recovery policy.

2. Where do you host your software and customer data?

3. Are you SOC compliant? ISO certified? If so, what is your current level?

4. What are the results of your most recent penetration test?

5. Describe how security vulnerabilities are identified and mitigated.

6. Is our data accessed and use by your company?

7. Have you experienced downtime in the last two years? If so, how long were customers impacted?

8. What is your data import and export capabilities?

9. Have you ever had a data breach?

10. What Compliance Requirements do you cover from a hosting perspective? (HIPAA, PCI, Privacy)

11. Who has access to our data?

APPENDIX IV – PRICE SHEET

(Prices listed are the prices to Darlington County School District)

1. **District Office Site Modules**	**Unit Price**	**TOTAL PRICE**
District Office Site (4 employees access)	$ _____	$ _____
(to include front & back of house – all software capabilities)		

2. **School Site Modules**	**Unit Price**	**TOTAL PRICE**
School Site Manager Software (18)	$ _____	$ _____
School Site POS Software (38)	$ _____	$ _____

3. **Training Price**

   On Site (per day) $ _____

4. **Setup & Installation** $ _____

5. **Annual Maintenance Fee/Licensing/Support** $ _____

6. **Other Prices**

Price Per Additional Site (School)	$ _____
Customization: Hourly Rate for Support	$ _____
On-Site "GO LIVE" Personnel: Daily Rate	$ _____
Pin Pads with Combo PIN entry, barcode scanner	$ _____
YUNO Touchscreen Color All-in-One POS	$ _____

TOTAL PRICE FOR TURNKEY SYSTEM (Line items 1 through 5) **$ _____**

Darlington County School District reserves the right to negotiate all prices

All supplies and equipment offered to Darlington County School District must be new

APPENDIX V – STATEMENT OF ASSURANCE AND COMPLIANCE

The Undersigned certifies that the Terms and Conditions and Scope of Work for this solicitation have been read and understood.

The agent hereby provides assurance that the company represented in this solicitation as indicated below:

1. Will comply with all requirements, stipulations, terms, conditions, and timelines as stated in the solicitation; and
2. Currently complies with all applicable Federal and State laws and regulations relative to non-discrimination in employment practices; and
3. That such agent, as indicated below, is officially authorized to represent the company in whose name the response is submitted.

FIRM REPRESENTED	AGENT
Name of Company:	Signature of Agent:
Street Address:	Printed Name of Agent:
City & State:	Title:
Zip Code:	Date:
Telephone Number:	Cell Number:
Email:	Email:

SC Certified Women or Minority Vendor: Yes _____ No _____ If yes, Certificate # _____

APPENDIX VI – NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

(1) He or she serves as _____, for the Company that has submitted the attached Proposal:

(2) He or she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances and submission requirements surrounding the Proposal:

(3) The submitted Proposal is genuine and that no collusion exists between the preparation, creation, or submission of the Proposal:

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other company, firm, person, or parties in interest in the creation and submission of the attached Proposal:

(5) The price and prices in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

_____

(Notary Public)

My commission expires _____

APPENDIX VII – CONFLICT OF INTEREST

I, _____ (Offeror/Agent), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

2. I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in any future solicitations and procurements with Darlington County School District. It may further result in termination of any contractual relationship with Darlington County School District and may be grounds for disciplinary action, up to and including debarment by Darlington County School District, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.

3. That to my knowledge, no employee or official of Darlington County School District, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-contractor(s), nor does Offeror or Offeror's sub-contractor(s) have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.

4. I warrant that I and my sub-contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-contractor(s) in order to solicit or secure an agreement with Darlington County School District, as related to this Solicitation or any resulting Agreement, and that I and my sub-contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.

5. I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-contractor(s) may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that Darlington County School District intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a company's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. Darlington County School District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a

conflict of interest; Darlington County School District may withhold the award of this Agreement. 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.

List any actual or potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below:

☐ **No known actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are subject to disclosure.**

☐ **All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Darlington County School District.**

_____

_____

_____

_____

_____

_____

6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-contractor(s), if any, in performing the services under the Agreement or responding to this Solicitation, I will notify Darlington County School District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-contractor(s) have in responding to this Solicitation or providing services under an agreement related to this Solicitation, I will immediately notify Darlington County School District of the discoveries. I understand and acknowledge that this obligation to inform Darlington County School District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the term of the Agreement for this procurement.

7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-contractor(s) that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that Darlington County School District may rescind any Agreement and recover all

amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-contractor(s) participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 20_____

_____
(Notary Public)

My commission expires _____