DARLINGTON COUNTY SCHOOL DISTRICT	**Darlington County School District** **Request for Proposals**	Solicitation Number Issue Date Procurement Officer Phone E-Mail Address	RFP 2425-05a 3/6/25 Criselda Mendoza-Landa (843) 398-2272 Criselda.mendozaland@darlington.k12.sc.us

DESCRIPTION: Comprehensive Educational Software Solution – Cooperative Contract

The Term "Offer" Means Your "Bid" or "Proposal".

QUESTIONS MUST BE RECEIVED BY: **3/14/25 2:00 PM - EST** **See "Questions from Offerors" provision**
SUBMIT OFFER BY (Opening Date/Time): **3/26/25 11:00 AM - EST** **See "Deadline for Submission of Offer" provision**
ANTICIPATED DATE FOR INTERVIEWS/PRESENTATIONS: **Week of 3/31/25**
NUMBER OF COPIES TO BE SUBMITTED: One **(1) original and 21 copies**

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

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL & MAILING ADDRESS:

Criselda Mendoza-Landa
Darlington County School District
Procurement Office
120 Smith Avenue Darlington, SC 29532
See "Submitting Your Offer" provision

CONFERENCE TYPE: DATE & TIME **As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions**	LOCATION:
AWARD & AMENDMENTS	Award will be posted at the physical address stated above. The award, this solicitation, and any amendments will be posted at the following web address: 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.

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)**		OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporate entity (not tax-exempt) ☐ Tax exempt corporate entity ☐ Government entity (federal, state, or local) ☐ Other _____ **(See "Signing your Offer" provision)**
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE **(Business title of person signing above)**		
PRINTED NAME **(Printed name of person signing above)**	DATE SIGNED	

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.

STATE OF INCORPORATION **(If offeror is a corporation, identify the State of Incorporation.)**

TAXPAYER IDENTIFICATION NO. **(See "Taxpayer Identification Number" provision)**

COVER PAGE KCSD

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.) (See "Notice" clause) Area Code - Number - Extension Facsimile E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

Minority Participation:

Are you a SC Certified Minority Vendor – Yes □ No □
If yes, SC Certification # _____

Are you a Non SC Certified Minority Vendor - Yes □ No □

End of PAGE TWO

I. SCOPE OF SOLICITATION

Darlington County School District is seeking proposals from qualified vendors to provide an adaptive educational software solution that supports personalized learning and academic growth for K-12 students and offering a universal screener for K-12 literacy and program monitoring. The platform must align with SC College and Career Readiness Standards, offer evidence- based interventions, intuitive reporting, and integrate with district technology, while also including comprehensive professional development and ongoing support to ensure successful implementation across our 17 schools.

II. Instructions to Offerors

Questions regarding this RFP shall be submitted in writing via email no later than the deadline stated below on page 13. Questions received after this time may not be addressed, in the sole judgment and discretion of the District. Verbal inquiries will not be addressed at any time. Answers and/or clarifications will be posted on the RFP web page as addenda. The addenda posted on the District web page will control.

Questions to: ATTN: RFP 2425-05a QUESTIONS
Criselda Mendoza-Landa Procurement Specialist
Darlington County School District
120 East Smith Avenue
Darlington, SC 29532
E-mail: criselda.mendozaland@darlington.k12.sc.us

All proposals must be in a sealed envelope or box, and have clearly marked on the exterior:

Sealed Proposal:
Comprehensive Educational Software Solution
RFP # 2425-05a

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, proposer inquiry, or response to proposer, or any other correspondence by the U.S. Postal Service, electronic transmission, or any other method. Proposal responses transmitted by fax will not be considered. All proposals must be received no later than **March 26, 2025, at 10:00 a.m.**, at which time the names of the proposers will be publicly read aloud. No further information will be provided at the opening. The official time is according to the clock located in the Board Room or alternate location at 120 East Smith Avenue, Darlington, South Carolina. Proposals received after this time shall be rejected. All proposers are invited to send representatives to the proposal opening.

By submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about this solicitation, the District's Procurement Code, and all other District policies, and that the proposer generally has familiarized itself with the available current public information concerning the District and Darlington County in general.

Postponements: The proposal opening shall be postponed if the District Procurement Office is closed for any of the following reasons: (1) Causes beyond the control of the District (e.g., fire, flood, weather conditions, etc.), or (2) Emergency or unanticipated events that interrupt normal District or Procurement operations. The postponed event (opening or conference) shall automatically be rescheduled to the next full District business day after the published date. A District business day starting after a delay is <u>not</u> a full District business day.

DEFINITIONS: Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation.

1. **Amendment** – means a document issued to supplement the original solicitation document.
2. **Board** – means the Darlington County School District Board of Trustees.
3. **Building Operations Manager -** means the District's employee who will be designated the point of contact for this contract.
4. **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.
5. **Contract** - See clause entitled "Contract Documents & Order of Precedence."
6. **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.
7. **Contractor -** means the offeror receiving an award as a result of this solicitation.
8. **Cooperative Purchasing** – means procurement conducted by, or on behalf of, more than (1) public procurement unit.
9. **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.
10. **Days** – means calendar days
11. **District** – means Darlington County School District (DCSD)
12. **Offer** – means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
13. **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."
14. **Page Two** – means the second page of the original solicitation, which is labeled Page Two.
15. **Procurement or Purchasing Office** – means the Darlington County School District Purchasing Department.
16. **Procurement Officer** – means the person, or his successor, identified as such on the cover page. Procurement Officer means the Coordinator of Procurement.
17. **Solicitation** – means this document, including all its parts, attachments, and any amendments.
18. **Subcontractor** – means any person having a contract to perform work or render service(s) to contractor as a part of the contractor's agreement arising from this solicitation.
19. **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.
20. **You and Your** – means offeror.

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: https://www.dcsdschools.org/departments/business-office/procurement/solicitations/2024-25-solicitations. (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.

Award Notification: Notice regarding any award or cancellation of award 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 of fifty thousand dollars or more, such notice will be sent to all offerors responding to the solicitation. Should the contract resulting from

this solicitation have a 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.

Bid/Proposal as Offer to Contract: By submitting your bid or proposal, you are offering to enter into a contract with the 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.

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.

Certificate of Independent Price Determination:
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 the 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 paragraphs (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. [02-2A032-1]

Certification Regarding Debarment and Other Responsibility Matters:
(a)(1) By submitting an offer, offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) 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 offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) 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.

(2) "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).

(b) 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.

(c) If offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror 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 of the offeror to furnish additional information as requested by the Procurement Officer may render the offeror nonresponsible.

(d) 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.

(e) 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 district, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Available: The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at https://www.scstatehouse.gov/code/statmast.php. The South Carolina Regulations are available at: https://www.scstatehouse.gov/coderegs/statmast.php.

Completion of Forms/Correction of Errors: 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).

Cooperative Purchasing (When Applicable)
The District's Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful Vendor and the other public procurement unit.

Deadline for Submission of Offer: Any offer received after the Procurement Officer of the 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 prior to the bid opening.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: 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.

District Office Closings: 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 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.

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.

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.

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.

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 ten (10) days of the date notification of an intent to award or 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 Chief Procurement Officer within the time provided. Darlington County School District 120 East Smith Avenue, Darlington, SC 29532.

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.

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. 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 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.

Rejection/Cancellation: The district may cancel this solicitation in whole or in part. The district may reject any or all bids in whole or in part (Article 5-1710 of the Darlington County School District's procurement code).

Responsiveness/Improper Offers:
(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 which fails to conform to the material requirements of the solicitation may be rejected as nonresponsive. 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 district 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.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The district may reject an offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line 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 district even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

Restrictions Applicable to Offerors: 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 district department 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 district department or its employees, agents or officials prior to award.

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's 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's 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 it has been signed by an agent. Upon request, offeror must provide proof of the agent's authorization to bind the principal.

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 contends 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 the Lancaster County School District, it's 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.)

Submitting Your Offer or Modification: (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 paragraphs (a)(1) and (2) 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.

Tax Credit for Subcontracting with Minority Firms: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina State contract. The credit is capped at $25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

Taxpayer Identification Number: (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: "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. "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 (i) 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; (ii) Offeror is an agency or

instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the federal government.

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.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

Contents of Offer (RFP): (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.

Descriptive Literature - Labeling: Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

Discussions with Offerors: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer.

Discussions & Negotiations: 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.

Clarification: Pursuant to Article 5-1520.8, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the 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.

Opening Proposals – Prices Not Divulged: In competitive sealed proposals, prices will not be divulged at opening.

Protest – Procurement Department Address: Any protest must be addressed to the Chief Financial Officer, Darlington County School District, and submitted in writing (a) by email to renee.douglas@darlington.k12.sc.us, (b) by post or delivery to 120 E. Smith Avenue Darlington, SC 29532

Unit Prices Required: Unit price to be shown for each item.

III. Key Event Dates

1. Issuance of Request for Proposals…….…. March 6, 2025

2. *Deadline for receipt of questions regarding this RFP……. March 14, 2025, 2:00PM

3. Deadline for receipt of RFP/Bid Opening……..……. March 26, 2025, 10:00AM

4. Anticipated date for interviews/presentations……... Week of March 31, 2025

5. Tentative Award date ……... April 18, 2025

* If additional information is necessary, it should be requested in writing to be received no later than the date shown in item 2. The text of the inquiry and the District's written response will be posted on the RFP web page as an addendum.

All times and dates listed are local Darlington, South Carolina, times and dates.

After evaluations, notified vendors will be asked to provide demonstrations of software to assess capability to meet the needs of district

IV. Scope of Work

Introduction

Darlington County Schools is seeking a comprehensive educational software solution to enhance student learning, streamline administrative tasks, and improve overall educational outcomes. This RFP outlines the specific requirements for a software solution that will support our district's goals of personalized learning, data-driven instruction, and equitable access to high-quality education.

Project Goals

Vendor is to provide Software that will meet the following guidelines**:**

- Digital curricula for grades 6 through adult learners
- Helps students reach graduation goals with flexible, personalized learning that supports initial credit, content recovery, credit recovery, or flexible learning assignments that can be used to supplement traditional learning environments
- Aligned to the current SC CCR standards
- Includes core and elective credit courses from 6th-12th grades
- Supports and aligns with CTE standards with learning labs and hands-on learning experiences
- Unlocks paths to graduation with an engaging, mastery-based curriculum
- Supports real-world connections
- Includes a robust course catalog
- Designed to be evidence-based and supports current research on student learning
- Offers rigorous and engaging courses with pre-tests to evaluate gaps and target instruction
- Provides student scaffolding with interactive instructional tools
- Provides equitable access to learning for all students
- Customizable to align with district needs and pacing
- Includes formative, summative, and authentic assessments
- Offers district data analytics through an easy-to-navigate dashboard
- Offers administrators detailed analytics through a filterable dashboard for school-wide analytics
- Offers teacher analytics to ensure students are on pace and able to support learning throughout the course
- Offers students easy access to evidence-based learning that is easy to navigate and access despite individual learning needs and abilities

Technical Requirements:

- Compatible with Apple iPad and MacBook
- Integrates with ClassLink and possibly Schoology LMS
- Offers content to be read-aloud
- Translation is available to support academic vocabulary building
- Offers accessible content for all (Key Accessibility features are built-in)

Professional Development:

- Includes on-site professional development opportunities for each school site (17) at a minimum of four site visits per school per year
- Includes a minimum of six on-site train-the-trainer sessions with technology integration and implementation specialists so that they can support the district for the first year and a minimum of three each of the following years

- Includes a minimum of three on-site administrator professional development sessions that support efficacy and data analytics in year one and two sessions each of the following years
- Includes a minimum of four on-site sessions with Instructional Coach (IC) and Credit Recovery (CR) leads in each of our buildings for the first year and two additional sessions for each of the following years
- Includes ongoing virtual support, Q&A, and troubleshooting

Contract

- Provide a 3-year contract quote for 8,500 student enrollments (K-12)
- May split to a 6-8 and 9-12 product depending on the proposals
- Must meet our guidelines for safety and security and be in good standing with TrustEd Apps
- Must be willing to sign our district vendor agreement

Cooperative Purchasing: The Darlington County School District procurement code allows participation in cooperative purchasing. This solicitation will sponsor cooperative purchasing with the following entities:

- Anderson School District One

Districts shall use these cooperative contract as needed – use is not mandatory.

Rubric for Evaluating Digital Curricula for Grades 6-Adult Learners

Criteria	Exemplary (5)	Proficient (4)	Basic (3)	Needs Improvement (2)	Unsatisfactory (1)
Graduation Support	Fully supports graduation goals with flexible, personalized learning, initial credit, credit recovery, and supplemental use.	Supports most graduation goals but may lack flexibility for some use cases.	Supports initial credit or credit recovery, but not both effectively.	Limited support for graduation goals and supplemental learning.	Does not effectively support graduation goals or flexible learning options.
Standards Alignment	Fully aligned to SC CCR and CTE standards with robust learning labs and hands-on opportunities.	Aligned to SC CCR and CTE standards but limited hands-on opportunities or learning labs.	Partially aligned to SC CCR standards with minor CTE integration.	Minimal alignment to SC CCR or CTE standards; lacks practical application.	Not aligned with SC CCR or CTE standards; no hands-on opportunities.
Course Catalog	Comprehensive catalog with core, elective, and CTE courses for grades 6–12, aligned to mastery-based learning.	Catalog includes most core and elective courses but lacks breadth in CTE offerings.	Catalog covers basic core subjects with few electives or CTE options.	Limited course offerings that don't meet district needs.	Minimal or no course catalog to support core, elective, or CTE requirements.
Rigor and Engagement	Provides rigorous, evidence-based, and engaging courses with interactive tools and real-world connections.	Courses are engaging and evidence-based but lack depth in real-world connections or rigor.	Moderate rigor but lacks consistent engagement or alignment with research-based practices.	Minimal rigor or engagement; courses are outdated or lack research-based practices.	Courses lack rigor, engagement, or evidence-based design.

Grade Band Suitability	Fully supports 6–12 and adult learners with features tailored to each grade band and transitions to adulthood.	Primarily supports 6–12 learners but lacks advanced features for adult learners.	Adequate for one grade band (e.g., middle or high school) but does not cover full grade range.	Limited suitability for specific grade bands; lacks adaptability for diverse learner needs.	Does not effectively serve any grade band or support transitions to graduation/adulthood.
Accessibility and Equity	Fully accessible, offering scaffolding, read-aloud content, translation, and universal accessibility features.	Accessibility features are robust but may lack advanced tools like translation or scaffolding.	Basic accessibility features provided but lack full support for all learners.	Limited accessibility options; content may not meet needs of diverse learners.	No accessibility features or content barriers for diverse learners.
Assessment Features	Includes formative, summative, and authentic assessments that align with mastery-based learning.	Most assessments are aligned to mastery but lack diversity (e.g., limited authentic assessments).	Provides some assessments but lacks alignment with mastery-based or authentic evaluation methods.	Minimal assessments that are generic and lack alignment with learning outcomes.	No robust assessment options available.
Analytics and Dashboards	Offers district, school, teacher, and student analytics through intuitive dashboards with filters and insights.	Analytics are detailed but lack full filterability or user-friendly dashboards for all levels.	Basic analytics available but not comprehensive or easily navigable.	Minimal analytics tools that are difficult to interpret or lack depth.	No analytics tools or dashboards available.

Customizability	Fully customizable to align with district needs and pacing, supporting teacher flexibility.	Customizable but may require significant manual adjustments to align with district requirements.	Limited customization ; most features are preset and cannot adapt to district-specific needs.	Minimal customization options, restricting district alignment or pacing.	No customization options for district use.
Technical Compatibility	Fully compatible with Lenovo 300e or newer, ClassLink, Canvas, and includes read-aloud and translation tools.	Compatible with most technical requirements but lacks seamless integration with all specified systems.	Basic compatibility with devices but lacks integration with LMS or accessibility features.	Limited compatibility with district devices or platforms; significant gaps in accessibility.	Incompatible with district technology or accessibility requirements.
Professional Development	Comprehensive PD includes on-site visits, train-the-trainer sessions, admin support, and ongoing virtual help.	PD covers most areas but may lack depth or frequency in certain sessions (e.g., admin or IC/CR leads).	Basic PD provided, but lacks sufficient coverage, follow-up, or virtual support options.	Minimal PD options that don't meet district needs or provide adequate ongoing support.	No professional development included.

Price $_____

VII. TERMS AND CONDITIONS-A. GENERAL

Note: While effort has been made to separate substantive and procedural matters through the division of this Request for Proposals into various parts, the distinctions between such categories are not always exact. Consequently, proposers are advised that all contents of this RFP will constitute substantive terms and conditions of the relationship, if any occurs, between that proposer and the District. This list is not exhaustive, as it is contemplated that a fully integrated contract between the parties will be executed.

1. PROPOSER RESPONSIBILITY

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this RFP. The omission of an proposer to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such proposer of any obligation with respect to the proposal or to any contract resulting from this solicitation.

2. PROPOSAL CONSTITUTES OFFER

By submitting a proposal, the proposer agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument shall be governed by the terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

3. QUESTIONS

Every effort has been made to insure that all information needed by the proposer is included herein. If an proposer finds that he cannot complete a proposal without additional information, he may submit written questions to the person designated herein on or before the deadline set forth in the schedule of "Key Event Dates." All replies to questions will be in writing. When a question received by the District is found to be already sufficiently answered in RFP, that question will be returned to the proposer with a reference to the part of the RFP containing the answer. All questions and written replies will be distributed to all proposers and will be regarded as a part hereof.

4. AMENDMENTS

If it becomes necessary to revise any part of the RFP, all amendments will be provided in writing to all proposers. ALL AMENDMENTS TO AND INTERPRETATIONS OF THIS SOLICITATION SHALL BE IN WRITING. THE DISTRICT SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT OR INTERPRETATION THAT IS NOT IN WRITING.

5. EXPERIENCE AND REFERENCE CHECKS

The District reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process. Proposer acknowledges (1) that District will contact various persons who are familiar with proposer's prior work and related matters, whether such persons are voluntarily disclosed to District in this proposal or not; (2) that truthful and complete information is necessary for the District to make an adequate evaluation; and (3) that proposer will not take any action against any person who responds truthfully and in good faith to a *bona fide* inquiry by the District for purposes of evaluating the proposals received by the District under this solicitation.

6. PROPOSALS SIGNED

The proposal must be signed in black or blue ink by a person duly authorized to legally bind the offeror to provide the service in accordance with the specifications contained in this Request for Proposal (RFP). All proposals must be signed by a representative of the company authorized to commit to the provisions of this proposal. Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature, provided that the discovery is made prior to the recording of the offeror's proposal.

7. PUBLIC OPENING

All proposals received in response to this RFP will be opened publicly at the time and place specified in the schedule of Key Event Dates. At that time, the name of each proposer will be listed and made available for public inspection.

8. CLARIFICATIONS

The District reserves the right, at any time after opening and prior to award, to request from any proposer clarification, address technical questions, or to seek or provide other information regarding the proposer's proposal. Such a process may be used for such purposes as providing an opportunity for the proposer to clarify his proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

9. DRUG-FREE WORKPLACE

By signing and submitting a proposal, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, S.C. Code Ann. §§ 44-107-10, *et seq*.

10. RIGHT TO PROTEST

Any prospective proposer, 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 Request for Proposals or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen days of the date the notification of award is posted. A protest shall be submitted in writing and shall set forth the grounds of the protest and the relief requested with enough particularly to give notice of the issues to be decided.

11. PATENT AND COPYRIGHT LIABILITY

If notified promptly in writing by the District of any actions (and all prior claims relating to such action) brought against the District, based on a claim that the District's use of the services or any products offered, including software, infringes a United States patent or copyright, the proposer will defend such action at its expense and will pay the costs and damages awarded in such action, provided that the proposer shall have sole control of the defense of any such action and all negotiation for its settlement or compromise. The District shall give the proposer prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the proposer without its written consent. If principles of government or public law are involved, the District may participate in the defense of any action. If, in the opinion of the proposer, the products furnished thereunder are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the proposer may, at its option and expense, (a) obtain the right for the District to continue to use such goods; or (b) substitute for the alleged infringing products other equally suitable products that are satisfactory to the District; or (c) take back such products, provided however, that the proposer will not exercise option (c) until the proposer and the District have evaluated options (a) and (b). In such event, proposer will reimburse the District for the purchase price of any goods removed pursuant to option (c).

12. <u>TERMINATION BY DISTRICT</u>

<u>Termination for Non-appropriations</u>:

Any contract formed hereunder is payable from District appropriations. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the District shall immediately notify proposer of such occurrence, but the District shall have no further obligation as to such current or succeeding fiscal year and the contract shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted.

<u>Termination for Convenience</u>:

Any contract formed hereunder will provide that, in the event that the contract is terminated or canceled upon request and for the convenience of the District, then the District shall negotiate reasonable

termination costs strictly necessary for disengagement and winding up the contract, but shall not be liable for lost profits, overhead, consequential damages, third-party reliance upon the continued existence of the contract, or any other measure of damages or restitution.

13. GOVERNING LAW

Any contract formed hereunder will provide that the proposer must comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to do business in said State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or the Federal District Court for the District of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

14. APPROVAL OF PUBLICITY RELEASES

Any contract formed hereunder will provide that the proposer shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The proposer agrees not to publish or cite in any form any comments or quotes from District staff. Proposer further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

15. COMPETITION IN PROCUREMENT

It is the intent and purpose of the District to promote and permit competition. It shall be each proposer's responsibility to advise the District if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits fair competition among qualified potential proposers. Such notification must be submitted in writing, and must be received by the District within fifteen (15) days of the date of issuance of the RFP.

16. NON-COMMITMENT BY SOLICITATION

This solicitation does not commit the District to award a contract, to pay any costs incurred in preparation of the proposal, or to procure any goods or services. The District reserves the right to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified proposers, and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any informalities or technicalities in order to serve the best interest of the District.

17. PROCUREMENT CODE GOVERNS; NO "NON-JOINDER" CLAUSES

The Darlington County School District's Procurement Code and Regulations govern and supercede any and all documents, proposals, and policies, whether stated or implied. Specifically and not by way of limitation, any mandatory arbitration clause in any document is superseded by the dispute resolution procedures of the Darlington County School District's Procurement Code and Regulations, and every District contract awarded pursuant to this solicitation shall be deemed to provide for the deletion of any type of "non-joinder" clause appearing in the standard language of any AIA contract form.

18. RESPONSIBILITY DETERMINATIONS

Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity and capability to meet the terms of the contract and based upon past record of performance for similar contracts. The unreasonable failure of a proposer or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer or offeror. Failure to provide requested information may result in rejection of a solicitation response or debarment of the proposer.

19. AUDITS

The District shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract-other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by a District Procurement official. This provision applies to any resulting award related to this RFP.

20. CONFIDENTIALITY

Proposers must clearly mark as "Confidential" each part of their responses which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom Of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The District reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination in this regard.

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

Bankruptcy: (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 district. 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 district 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 district upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

Choice-of-Law: 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.

Contract Documents & Order of Precedence: (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, 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 district'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 (i) a purchase order or other instrument submitted by the district or (ii) 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

district. Any document(s) signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

Discount for Prompt Payment: (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.

Disputes: (a) Choice-of-Forum. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Chief Financial Officer in accordance with the district's procurement code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the 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 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. (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.

Equal Opportunity: 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.

False Claims: 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.

Fixed Pricing Required: 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, this clause does not prohibit contractor from offering lower pricing after award.

Non-Indemnification: Any term or condition is void to the extent it requires the district to indemnify anyone.

Notice: (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 district shall be to the Procurement Office address on the cover page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

Payment & Interest: (a) Unless otherwise provided in this solicitation, the district 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 district. (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 Article 1-45 of the Darlington County School District's procurement code, 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 district 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 district shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Article 1-45 of the Darlington County School District's procurement code ("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. § 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 as simple interest without compounding.

Payment Schedule: **(in lieu of Performance Bond)**

- All invoices for payment of purchases of goods or services shall be delivered to the Darlington County School District, 120 East Smith Avenue, Darlington, SC 29532 Attn: Procurement Dept.

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

Purchase Orders: Contractor shall not perform any work prior to the receipt of a purchase order from the district. The district 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.

- Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

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

Survival of Obligations: 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.

Taxes: 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 district, 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 district. It shall be solely the district'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 district to contractor, contractor shall be liable to the district 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.

Termination Due to Unavailability of Funds: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. 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.

Third Party Beneficiary: 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.

Waiver: The district 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 Chief Procurement Officer has actual authority to waive any of the district's rights under this contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

Changes:
(1) 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:
(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the district in accordance therewith;
(b) method of shipment or packing;
(c) place of delivery;
(d) description of services to be performed;
(e) time of performance (i.e., hours of the day, days of the week, etc.); or,
(f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.
(2) 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 district 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.
(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) 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 district is prejudiced by the delay in notification.
(4) 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.

Compliance with Laws: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

Conference – Pre-Performance: Unless waived by the Procurement Officer, a pre-performance conference between the contractor, district and Procurement Officer shall be held at a location selected by the district within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.
Contractor's Liability Insurance: (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 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 the 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 (Code 9), 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.
(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds 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 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.
(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, 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.
(d) 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.
(e) 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.
(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
(g) 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 within the retention.
(h) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Contractor's Obligation - General: 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 contractor 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.

Contractor's Use of District Property: Upon termination of the contract for any reason, the district shall have the right, upon demand, to obtain access to, and possession of, all district properties, including, but not limited to, current copies of all district application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the district without the district's written consent, except to the extent necessary to carry out the work.

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 10 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.

Indemnification – Third Party Claims: 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 or 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 Darlington County School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

Licenses and Permits: 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 solicitation and the contract.

Ownership of Data & Materials: All data, material and documentation prepared for the district pursuant to this contract shall belong exclusively to the district.

Price Adjustments: (1) Method of Adjustment. Any adjustment in the contract price made 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):
(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
(b) by unit prices specified in the contract or subsequently agreed upon;
(c) 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;
(d) in such other manner as the parties may mutually agree; or,
(e) 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 Officer in accordance with generally accepted accounting principles, subject to the provisions of Article 17 of the Darlington County School District's procurement code.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, 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 Article 5-1830 of the Darlington County School District's procurement code.

Price Adjustment – Limited – After Initial Term Only: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

Price Adjustments – Limited by CPI "Other Goods & Services": Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

Pricing Data – Audit – Inspection: [Clause Included Pursuant to Articles 5-1830, 2210, & 2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to Article 5-1530 or Article 5-1560, if the total contract price exceeds $500,000, or (2) execution of a change order or contract modification with contractor which exceeds $100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the district finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The district may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by Article 5-2220 (2). (c) Inspection. At reasonable times, the district may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the district context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the district context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the district.

Privacy – Web Services: You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the district. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

Relationship of the Parties: Neither party is an employee, agent, partner, or joint venturer 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.

Term of Contract – Effective Date/Initial Contract Period: **The effective date of this contract is the first day of the maximum contract period as specified on the final statement of award**.

Term of Contract – Option to Renew: The initial term will be a (2) two year agreement with a renewal term of (3) three years, this contract shall automatically renew for a period of (1) one year for the remaining (3) three years, unless contractor receives notice that the district elects not to renew the contract at least sixty (60) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

Term of Contract – Termination by Contractor: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least (180) one hundred eighty days prior to the expiration of the then current term.

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.
If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the district's mandatory requirements.
- Make sure you have properly acknowledged all amendments. Instructions regarding how to acknowledge amendments are outlined in section entitled: **"Instructions to Offerors – A. General Instructions (Amendments to Solicitation)" on page 4.**
- Make sure your bid/proposal is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Make sure you properly mark the outside of your envelope with the bid number, due date, and time.
- Check to ensure your bid/proposal includes everything requested!
  - ❑ Cover Page – completed and signed
  - ❑ Page Two – completed
  - ❑ All information requested in clause, Evaluation Factors – Proposals, Page18
  - ❑ Company Profile and Reference Form (if required)
  - ❑ Appropriate Number of Copies Requested
- If you have concerns about this solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a prebid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading **"Instructions to Offerors – A. General Instructions - Questions from Offerors" on page 8,** and any provisions regarding prebid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.