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|  | Lexington County School District One | Solicitation Number: FPB2024.2 Date Issued: 03/11/2025 Procurement Officer: Elizabeth Marsh <i>E Marsh</i> |
| | AMENDMENT OF SOLICITATION FPB2024.2 After School Care | Phone: 803-821-1176 E-Mail Address: emarsh@lexington1.net |
| AMENDMENT/MODIFICATION NO: TWO | | |
| 1. ISSUED BY: Lexington County School District One 100 Tarrar Springs Road, Procurement Office Lexington, South Carolina 29072 Attn: Elizabeth Marsh, Director of Procurement | | |
| 2. CONTRACTOR'S NAME AND ADDRESS: | 3. AMENDMENT OF SOLICITATION NO.: # Amendment Sol. #FPB2024.2 | |
| 4. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS: THE ABOVE NUMBERED SOLICITATIONS IS AMENDED AS SET FORTH IN BLOCK 5. | | |
| 5. DESCRIPTION OF AMENDMENT: Restatement of solicitation for FY 25/26, addition of Middle Schools to list of schools, addition of new requirements | | |
| 6. [N/A] CONTRACTOR/OFFEROR IS TO SIGN THIS DOCUMENT AND RETURN TO LEXINGTON SCHOOL DISTRICT ONE AT ADDRESS SHOWN ABOVE. FAILURE TO RETURN WITH BID MAY RESULT IN REJECTION OF YOUR OFFER. | | |
| 7. CONTRACTOR'S SIGNATURE BY : _____ (SIGNATURE OF AUTHORIZED REPRESENTATIVE) | 8. CONTRACTOR'S NAME AND ADDRESS: _____ _____ _____ | |
| 9. DATE SIGNED : _____ | | |
| 10. LEXINGTON SCHOOL DISTRICT ONE BY: <i>E Marsh</i> (SIGNATURE OF AUTHORIZED REPRESENTATIVE) | 11. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Elizabeth Marsh, CPPB, NIGP-CPP Director of Procurement | |
| 12. DATESIGNED: <u>3/11/2025</u> | | |

Amendment

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS:

1. RED TEXT IS **ADDED** TO THE ORIGINAL PROVISION
2. STRICKEN TEXT IS DELETED

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|  | Lexington County School District One | Solicitation Number: FPB2024.2 Date Issued: March 25, 2024 Procurement Officer: Elizabeth Marsh, CPPB, NIGP-CPP  |
| | FIXED PRICE BID | Phone: 803-821-1176 E-Mail Address: emarsh@lexington1.net |
| DESCRIPTION: After School Care Program | | |
| <i>The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.</i> | | |
| SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW: | | |
| PHYSICAL/MAILING ADDRESS: Lexington School District One Attn: Procurement Services 100 Tarrar Springs Road Lexington, South Carolina 29072 | | |
| SUBMIT OFFER BY (Opening Date/Time): April 25, 2024 April 1, 2025 3:00 PM (See "Deadline For Submission Of Offer" provision) | | |
| QUESTIONS MUST BE RECEIVED BY: April 9, 2024, 10:00 AM (See "Questions From Offerors" provision) | | |
| NUMBER OF COPIES TO BE SUBMITTED: 1 Original and one USB drive with all documents loaded | | |
| CONFERENCE TYPE: N/A DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small> | LOCATION: N/A <small>(See "Conferences - Pre-Bid/Proposal" for dial in number)</small> | |
| AWARD & AMENDMENTS | Award will be posted at the Physical Address above on May 1, 2023 . The award, notice of this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.lexington1.net/Page/4030 | |
| 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 thirty (30) calendar days after the Opening Date. <small>(See "Signing Your Offer" provisions.)</small> | | |
| NAME OF OFFEROR: <small>(full legal name of business submitting the offer)</small> | OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ | |
| AUTHORIZED SIGNATURE: <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small> | <input type="checkbox"/> Other _____ <small>(See "Signing your Offer" provision)</small> | |
| TITLE: <small>(business title of person signing above)</small> | PRINTED NAME: <small>(printed name of person signing above)</small> | DATE SIGNED: |
| EMAIL ADDRESS: | | |
| 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. 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 <small>(If you are a corporation, identify the state of incorporation.)</small> | TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small> | |

PAGE TWO

(Return Page Two with Your Offer)

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|---|---|------------|------------|------------|------------|--|--|--|--|
| 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) | | | | | | | | |
| | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">Area Code:</td> <td style="width:25%;">Number:</td> <td style="width:25%;">Extension:</td> <td style="width:25%;">Facsimile:</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </table> | Area Code: | Number: | Extension: | Facsimile: | | | | |
| Area Code: | Number: | Extension: | Facsimile: | | | | | | |
| | | | | | | | | | |
| | E-Mail Address: | | | | | | | | |

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| 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
 Offerors 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 |
|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
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| DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause) | 10 Calendar Days (%) | 20 Calendar Days (%) | 30 Calendar Days (%) | _____ Calendar Days (%) |
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MINORITY PARTICIPATION

Are you a South Carolina Certified Minority Vendor? **Yes** _____ **No** _____

If yes, South Carolina Certification # _____

I. SCOPE OF SOLICITATION

OVERVIEW: Lexington School District One is seeking Fixed Price Bids for After School Care Program services.

ACQUIRE SERVICES: The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD — ESTIMATED: August 7, 2024; through August 6, 2029. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

This is a one-year contract with four one-year renewal options. The maximum contract life is five years.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.lexington1.net/Page/4030> (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 an award or intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars but less than one hundred thousand dollars, notice of award of a contract will be posted and such notice will be sent to all bidders responding to the solicitation. If the contract resulting from this Solicitation with a total or potential value of one hundred or greater, notice of award will be posted for 10 days before entering into a contract and the notice of award will be sent to all Offerors responding to the Solicitation.

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), Offer 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.

CODE OF LAWS AVAILABLE: The South Carolina Code of Laws is available at <http://www.sstatehouse.gov/code/statmast.php>. The District's Procurement Code is available at: https://www.lexington1.net/cms/lib/SC50000473/Centricity/Domain/1592/Procurement_Code.pdf

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 the bid schedule.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Procurement Office or the District Office's mail room which services that Procurement Office prior to the bid opening which is located at the physical address on the first page of the solicitation.

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

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

BOARD – means the Lexington School District One Board of Trustees.

BUYER – means the Procurement Officer.

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

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

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

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

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

DISTRICT – means Lexington County School District One.

OFFER – means the bid or proposal submitted in response this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."

OFFEROR – means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."

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

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

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

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

WORK – means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

YOU and YOUR – means Offeror.

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: Ethics Certificate: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in Your price that the District may be required to pay.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [Article 17 - 4210 of the District's Procurement Code]

The rights and remedies granted under Article 17 – 4210.1.2 are not available for contracts with an actual or potential value of up to fifty thousand dollars.

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.

All questions shall be in writing and submitted and received by the Procurement Officer listed on page one, via e-mail, or mail. Please send questions to:

Mailing Address: Lexington County School District One
Attn: Procurement, Elizabeth Marsh
100 Tarrar Springs Road
Lexington, South Carolina 29072

Ref: Solicitation Number and Title

Email: emarsh@lexington1.net

Subject Line: Reference Solicitation Number and Title

Failure to follow above directions may result in questions not being received by the deadline.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. [Article 5 - 1710 of the 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 District 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 the District 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 name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal District Office processes so that offers cannot be received at the District Office 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 Office processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District Office is closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

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 District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages – (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.

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 District 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 District 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.

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. The withdrawal and correction of Offers is governed by Article 5 – 1520 of the District's Procurement Code.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (MAY 2011): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

DISCUSSIONS WITH BIDDERS: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

MAIL PICKUP: The District picks up mail from the US Postal Service once daily around 9 a.m. excluding weekend and holidays. (See deadline for submission of offer above.)

PROTEST: Any protest must be addressed to the Chief Procurement Officer, Lexington County School District One, and submitted in writing by e-mail or post office delivery as follows:

Mailing Address: Lexington County School District One
Procurement Services, Chief Procurement Officer
Ref: Protest – Solicitation Number (as on Cover Page of this document)
100 Tarrar Springs Road
Lexington, South Carolina 29072

Email: jmiller@lexington1.net and emarsh@lexingotn1.net
Subject Line: Protest - Ref: Solicitation Number (as on Cover Page of this document)

UNIT PRICES REQUIRED: Unit prices shall be shown on each item.

III. SCOPE OF WORK / SPECIFICATIONS

SCOPE OF WORK: See attached “Scope of Work/Specifications”.

BIDDING SCHEDULE: See attached “Bidding Schedule”.

DELIVERY / PERFORMANCE LOCATION: After award, services shall be provided as specified by the District in accordance with the solicitation/contract.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a **signed Cover Page and Page Two**. Offeror should submit all other information and documents requested in **this part** and in parts **II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal**; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

MINORITY PARTICIPATION: Refer to Page Two of solicitation.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror’s responsibility, the District Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. [Article 5 – 1810 of the District’s Procurement Code]

District Standards of Responsibility:

Factors to be considered in determining whether the District standards of responsibility have been met include whether a prospective contractor has:

- available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
- a satisfactory record of performance;
- a satisfactory record of integrity;
- qualified legally to contract with the District and State; and
- supplied all necessary information in connection with the inquiry concerning responsibility.

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QUALIFICATIONS - MANDATORY MINIMUM:

(a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

1. Offeror or principal employees of the company must have provided child care services similar to those described in this solicitation for a minimum of five years. Provide a detailed narrative statement of evidence of experience with bid response.
2. Offeror shall adhere to all federal, state, and local regulatory requirements/laws including the Family Educational Rights and Privacy Act (FERPA).
3. Offeror 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 District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
4. Offeror must state below that they meet all the minimum requirements as described in the Scope of Work/Specifications.

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Print or Type Company's Representative's Name: _____

Signature: _____

Title: _____

Date: _____

5. Offeror must state below that they have never been disqualified or terminated from a federal or state government contract.

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Print or Type Company's Representative's Name: _____

Signature: _____

Title: _____

Date: _____

- (b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established, and/or (2) any subcontractor proposed by offeror.
- (c) **Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.**

QUALIFICATIONS – REQUIRED INFORMATION (JAN 2006): In order to evaluate your responsibility, offeror shall submit the following information or documentation for the offeror and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of your price (if in doubt, provide the information):

- (a) Include a brief history of the offeror's experience in providing work of similar size and scope.
- (b) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which you have performed and the general history and experience of your organization.
- (c) List of failed projects, suspensions, debarments, and significant litigation.

SUBCONTRACTOR – IDENTIFICATION (JAN 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD CRITERIA – FIXED PRICE BIDDING: Award will be made to all responsible and responsive Offerors(s). Contract Providers will be placed on a Qualified Provider List (QPL) from which the District may select after school care services. Being placed on the QPL does not guarantee any level of usage of provider's services.

BIDS RECEIVED AFTER AWARD – FIXED PRICE BIDDING: Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the Offeror furnishes evidence of responsibility and responsiveness to the District original fixed price bid as authorized by the solicitation. Additional awards will be made annually and **bids must be submitted on the first Monday each May** in order to allow participating schools the opportunity to review the Qualified Provider List and select a provider by the end of the current school year for implementing services for the following year.

OPENING DATES AND TIME – AFTER INITIAL AWARD (MODIFIED)

Opening Time for all dates will be 3:00 P.M. ET

~~After initial award, Year 1 opening date will be on an annual basis as follows:
April 25, 2024.~~

Years 2 through 5, the additional opening dates will be on the following dates:

~~Monday, May 5, 2025~~ **Tuesday, April 1, 2025**

~~Monday, May 4, 2026~~ **Wednesday, April 1, 2026**

~~Monday, May 3, 2027~~ **Thursday, April 1, 2027**

~~Monday, May 1, 2028~~ - **Monday, April 3, 2028** Last bid opening

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015) (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the review and approval 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) the solicitation, as

amended, (3) modifications, if any, to your offer, if accepted by the Procurement Officer, (4) your offer, (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. 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 (5) 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 signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Lexington County School District One's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Lexington County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) 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, including option terms. 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 Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

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.

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.

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 Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov)

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

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.

CONTRACTOR'S LIABILITY INSURANCE – GENERAL: (a) Without limiting any of the obligations or liabilities of Contractor, 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.

(c) The District 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.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District 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 District has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) 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.

Secondary Accident Policy

The awarded providers/contractors must provide evidence of a secondary accident policy.

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The 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.

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.

ESTIMATED QUANTITY – UNKNOWN: The total quantity of services under this contract is not known. The District does not guarantee that the District will utilize any vendor listed on the Qualified Providers List or total amount. The omission of estimated services does not indicate a lack of need but rather a lack of historical information.

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 State of South Carolina, 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 District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

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 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 Section 1830 of the 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 thirty (30) days prior to the expiration of the applicable term and shall not exceed the District's Maximum Price/Reference Price. If approved, a price increase becomes effective starting with the next school year. 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. No price increase shall be effective until approved by the Procurement Officer.

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.

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. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT -- OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1 year, unless the Contractor receives notice that the District elects not to renew the contract at least 30 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 ninety days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and

materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

HIPPA LAW: The Contractor agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the District may require to ensure compliance.

DISTRICT SITE ACCESS: Contractor's personnel must wear an identification badge as approved by the District and shall utilize the procedures authorized by the District to obtain access to District buildings. The District requires Contractor's personnel to enter through the front office. District sites have a comprehensive visitor check-in and check-out software system located at the front desk. This system runs a background check on each visitor every time he or she visits. Each visitor must check in and out when in a school or on school grounds, regardless of the time of day. Should the system flag an individual for any reason, the system will automatically and privately alert the front office staff and the school's administrators. Those administrators will then talk to the individual and work through any issue. For additional information in regard to the procedures go to web site:

<http://www.lexington1.net/?page=NEWS/Issues/SchoolCheckIN/schoolcheckIN.htm>

NOTE: Contractor's personnel are not required to check-in at the front desk when performing the normal pick up service.

Contractor's personnel are required to have personal identification and company credentials when on school property and shall produce when requested by school personnel. If, for any reason, Contractor's personnel are entering the school building(s), or are engaged in any activity other than regular service, the following procedures shall be followed: Contractor personnel are required to check in at the front office/desk with personal identification and company credentials, and will be issued a name tag before accessing any District property.

TOBACCO FREE ENVIRONMENT: The District provides a smoke and tobacco free environment for its staff, students and the general public. No tobacco products are permitted in any building or on the grounds of any District building. All employees of the contractor shall comply with the District One smoke-free regulations.

CONTRACTOR'S CARE: Contractor shall exercise due care in protecting all property and surrounding property. Contractor will be responsible for any damage and will be required to restore any damage. If the contractor fails or refuses to repair any damage promptly, the District may have the necessary work performed and charge the pricing thereof to the contractor.

Offerors must complete the Bidding Schedule to be considered for bids

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

| LINE ITEM | COMMODITY/SERVICE DESC | QTY | U/M | REFERENCE PRICE | BID PRICE |
|-----------|---|-----|--------------|-----------------|-----------|
| 0001 | Weekly Rate per Child | 1 | WK | \$120 | \$ |
| 0002 | Half-Day Rate per Child | 1 | Half-Day | \$25 | \$ |
| 0003 | Monday Afternoon Meetings (Teachers Only) | 1 | 2hr & 10 min | \$20 | \$ |
| 0004 | Power Hour | 1 | WK | \$50 | \$ |

Note: The Reference Price is the maximum price for the services. Bidders must bid at or below the Reference/Maximum Price.

DO NOT INCLUDE ADDITIONAL PRICING

Reference Price - Maximum Fees for Enrolled Students (not to exceed prices)

Elementary Locations 2:20 - 6:00

- Elementary Weekly Rate per Child **\$120 week**
 - Elementary Half-Day Rate (Additional fee, if applicable) **\$25 day**
- (Early Release Days – Release 11:00 a.m. to 11:40 a.m. for Collaborative Planning/Half-Day)

**Middle School Locations Lexington, River Bluff, White Knoll, Pelion Middle Schools 3:15-6:00
Gilbert Area Middle Schools 3:25 - 6:00**

- Middle Weekly Rate per Child **\$120 week**
 - Middle Half-Day Rate (Additional fee, if applicable) **\$25 day**
- (Early Release Days – Release 11:00 a.m. to 11:40 a.m. for Collaborative Planning/Half-Day)

All Locations

- Monday Meetings (for Teachers)- release of school to 4:30 p.m. **\$20 day**
- Power Hour (All locations) Elementary Schools 2:20-3:30 **\$50 week**
Middle Schools 3:15-4:15

Staff **MUST** sign up to account for the Contractor’s ratio.

IX. ATTACHMENTS TO SOLICITATION

1. Attachment One: Scope of Work/Specifications
2. Attachment Two: School Locations- **Return with BID**
3. Attachment Three: Special Contract Conditions
4. Attachments Four: Contractor Requirements – School Submittals- **Return with BID**
5. Attachment Five: References- **Return with BID**
6. Attachment Six: Bid Submittals- **Return with BID**
7. Attachment Seven: Afterschool Childcare Vendor (Indirect Cost) Reimbursement

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ATTACHMENT ONE: SCOPE OF WORK/SPECIFICATIONS

Introduction

Lexington School District One is seeking Fixed Price Bids from qualified sources to provide services for an after-school childcare program for participating elementary and middle schools.

The purpose of a fixed price bid is to provide multiple sources of supply for specific services based on a pre-set maximum price Lexington County School District One's Families will pay for the services.

Contract Providers will be placed on a Qualified Provider List (QPL) from which the District's schools may select after-school care services for their site. **Being placed on the QPL does not guarantee any level of usage of the provider's services.**

Awards are made to all responsive and responsible bidders for the District's Fixed Price Bids request. The District reference price is the maximum price that will be paid for the services. Bidders must bid at or below the reference price.

Reference Price - Maximum Fees for Enrolled Students (not to exceed prices)

Elementary Locations 2:20 - 6:00

- Elementary Weekly Rate per Child **\$120 week**
- Elementary Half-Day Rate (Additional fee, if applicable) **\$25 day**
(Early Release Days – Release 11:00 a.m. to 11:40 a.m. for Collaborative Planning/Half-Day)

Middle School Locations Lexington, River Bluff, White Knoll, Pelion Middle Schools 3:15-6:00 **Gilbert Area Middle Schools 3:25 - 6:00**

- Middle Weekly Rate per Child **\$120 week**
- Middle Half-Day Rate (Additional fee, if applicable) **\$25 day**
(Early Release Days – Release 11:00 a.m. to 11:40 a.m. for Collaborative Planning/Half-Day)

All Locations

- Monday Meetings (for Teachers)- release of school to 4:30 p.m. **\$20 day**
 - Power Hour (All locations) Elementary Schools 2:20-3:30 Middle Schools 3:15-4:15 **\$50 week**
- Offerors must complete the Bidding Schedule to be considered for bids*
Staff **MUST** sign up to account for the Contractor's ratio.

Qualified Provider List (QPL)

The District may add offerors who did not respond to the initial solicitation to the awarded Qualified Provider List. To be added, the offeror must submit evidence that they satisfy the requirements of the District's original fixed price bid as outlined in the solicitation. The District will make additional awards each year; to be considered, bidders must submit their bids 30 days before the contract renewal date to ensure schools have sufficient time to review the updated Qualified Provider List. This allows schools to select a provider from the list by the end of the current school year for services beginning the following school year.

District Information

For additional information about the District's mission and vision, schools, academic calendars, etc., visit the District's web page, www.lexington1.net

Offeror's Minimum Program Requirements

Offerors submitting bids must meet the following minimum requirements and services for the program:

The program will:

- Offer weekly and half-day rates with no registration fee.
- Supervise homework and study time daily.
- Provide a healthy snack and drink to all participating students.
- Offer special instruction in arts and crafts, sports, group games, and computer use.
- Provide necessary equipment and materials for all activities.
- Accommodate all children

Develop a plan for student engagement that addresses the following for students needing accommodations:

- Accommodate all children, including those with special needs/handicapped conditions.
- Accommodations must be in accordance with their IEPs or 504 Accommodations.
- Procedures for handling incidents
- IEP-aligned consequences
- Communication strategies for families, schools, and IEP teams
- Action plans for addressing disruptive behaviors
- Plan will be presented to a committee chosen by the district before schools are officially assigned.

Staff Requirements

- Maintain a staff-to-child ratio of 1:15.
- All staff must be at least 21 years of age and hold a high school diploma.
- Experience working with students who have special needs is preferred.
- School personnel will be given priority in the hiring process.
- All staff must complete training in Special Education and/or behavior management strategies.

The on-site director must:

- Be available full-time during after-school hours of operation.
- Be deemed suitable for the position by the school principal.
- Share their qualifications with the school principal.
- Be certified in Red Cross or American Heart Association first aid and CPR.
- Have training in OSHA regulations.
- Have a cellular or portable phone to receive calls from parents during after-school program hours.

The director must:

- A director designated with general supervisory responsibility over the site director will visit the site director at the site on at least a biweekly basis.

The Program must provide for the following circumstances:

- Administer all medications prescribed by a physician for children as necessary.
- Administer first aid to children as necessary.
- Make provisions for an ill child until a parent or guardian can retrieve them.
- Address any concerns promptly to the satisfaction of the school's Principal.
- The school's Principal will request that any damaged or stolen property be repaired or replaced.
- Lexington County School District One will have access to all program records.
- An established formula will be used to calculate the percentage of enrollment returning to the school.

School Participation

The contract may be utilized at the option of each school. The district reserves the right to add or remove school locations anytime throughout the school year when it is in the best interest of the District and the school location.

See ATTACHMENT TWO: SCHOOL LOCATIONS- Elementary & Middle School

LCSD1 reserves the right to add or remove locations as necessary throughout the contract term. We also reserved the right to reassign locations to additional awardees if it is the best interest of the District, school location and community.

Student Volunteers

Contractor shall be responsible for ensuring that all student volunteers complete the same volunteer screening process as all other volunteers in our District. The requirements for screening are on the District's web page at the following link: <https://www.lexington1.net/volunteers> At no time can the student volunteer be counted toward the adult-to-student ratio as described in this solicitation.

Third-Party Partners

Contractor may have third-party partners, i.e., dance, gymnastics, karate, etc. Partners are considered subcontractors of the contractor, and the contractor shall hold the subcontractor to the same terms and conditions of the contract. 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 concerning all situations, including payment and the meeting of all other requirements.

Partners must complete the District's Use of Facility form for accountability purposes. The Partner(s) will not be charged the use of facility fee since they are a Partner of the Contractor's after-school care program.

Partners must complete an online application and a criminal history screening, which must be performed annually and will be billed to the contractor. In addition, partners must be screened by the front desk check-in system each time they enter the school.

Use of School

The areas of the school that the contractor may utilize are at the discretion of the school's principal.

Volume

The School Location list above includes the participating elementary schools in the District. The offeror must mark each school they are willing to serve. Schools are not required to utilize the services, but most schools are anticipated to use them. The contract will apply to all existing and new schools that may open within the District if they wish to participate in the program. The schools have the option to change contractors/

providers on an annual basis or to continue with their current contractor/provider.

Individual School Interviews

An approved Provider list will be provided to each participating Elementary School Principal. The school's Principal can choose to conduct interviews with each provider that has listed their school as a location option. The Principal at each school can request additional information to assist in making the decision most advantageous for the school, location, and population.

Signage

Contractors may use portable signs to advertise the program. The school's principal must approve the sign and location of the sign(s).

ATTACHMENT TWO: SCHOOL LOCATIONS

The schools listed are all elementary and **middle** schools currently in the District. The offeror shall mark each school they are willing to serve. Schools are not required to utilize the services but it is anticipated that most schools will utilize the services.

| SCHOOL LOCATIONS 25/26 School Year | OFFEROR TO CHECK BOX OF EACH SCHOOL(S) INTERESTED IN SERVING | SCDSS Certified for site Y/N REQUIRED FOR ANY SCHOOL WITH 4 YEAR OLDS | Vouchers Accepted Y/N |
|---|--|--|-----------------------|
| Gilbert Elementary School 4K-5 520 Main Street, Gilbert, SC | | | |
| Lake Murray Elementary School 4K-5 205 Wise Ferry Road, Lexington, SC | | | |
| Lexington Elementary School 4K-5 116 Azalea Drive, Lexington, SC | | | |
| Meadow Glen Elementary School 4K-5 510 Ginny Lane, Lexington, SC | | | |
| Midway Elementary School 4K-5 180 Midway Road, Lexington, SC | | | |
| New Providence Elementary School 4K-5 1118 Old Cherokee Road, Lexington, SC | | | |
| Oak Grove Elementary School 4K-5 479 Oak Drive, Lexington, SC | | | |
| Pleasant Hill Elementary School 4K-5 664 Rawl Road, Lexington, SC | | | |
| Rocky Creek Elementary School 4K-5 430 Calks Ferry Road, Lexington, SC | | | |
| Carolina Springs Elementary School 4K-5 6340 Platt Springs Road, Lexington, SC | | | |
| Red Bank Elementary School 4K-5 246 Community Drive, Lexington, SC | | | |
| Saxe Gotha Elementary School 4K-5 100 Bill Williamson Court, Lexington, SC | | | |
| White Knoll Elementary School 4K-5 132 White Knoll Way, West Columbia, SC | | | |
| Deerfield Elementary School 4K-5 683 Longs Pond Road, Lexington, SC | | | |
| Centerville Elementary School 4K-5 4174 Augusta Hwy., Gilbert, SC 29054 | | | |
| South Lake Elementary School 4K-5 274 Bluefield Rd. Lexington, SC | | | |
| Forts Pond Elementary School 4K-5 7350 Fish Hatchery Rd, Pelion, S | | | |
| Pelion Elementary School 4K-5 1202 Pine St, Pelion, SC | | | |
| Carolina Springs Middle School 6-8 340 Platt Springs Rd, Lexington, SC | | | |
| Gilbert Middle School 6-8 120 Rikard Cir, Gilbert, SC | | | |
| Lakeside Middle School 6-8 455 Old Cherokee Rd, Lexington, SC | | | |
| Meadow Glen Middle School 6-8 440 Ginny Ln, Lexington, SC | | | |
| Pelion Middle School 6-8 325 Main St, Pelion, SC | | | |
| White Knoll Middle School 6-8 116 White Knoll Way, West Columbia, SC | | | |

This form must be returned with the bid response.

ATTACHMENT TWO CONTINUED: MIDDLE SCHOOL LOCATIONS

The schools listed are all middle schools currently in the District. The offeror shall mark each school they are willing to serve and list any volume payment to the school. Schools are not required to utilize the services but it is anticipated that most schools will utilize the services. **This form must be returned with the bid response.**

| SCHOOL LOCATIONS 25/26 School Year | OFFEROR TO CHECK BOX OF EACH SCHOOL(S) INTERESTED IN SERVING | Vouchers Accepted Y/N |
|--|--|-----------------------|
| Gilbert Middle School 120 Rikard Circle, Gilbert, SC | 6-8 | |
| Beachwood Middle School 1340 Highway #378, Lexington, SC | 6-8 | |
| Pleasant Hill Middle School 660 Rawl Road, Lexington, SC | 6-8 | |
| Pelion Middle School 325 Main Street, Pelion, SC | 6-8 | |
| Lakeside Middle School 455 Old Cherokee Road, Lexington, SC | 6-8 | |
| Meadow Glen Middle School 440 Ginny Lane, Lexington, SC | 6-8 | |
| Carolina Springs Middle School 6180 Platt Springs Road, Lexington, SC | 6-8 | |
| White Knoll Middle School 116 White Knoll Way, West Columbia, SC | 6-8 | |

This form must be returned with the bid response.

Lexington County School District One reserves the right to add or remove locations throughout the contract.

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ATTACHMENT THREE: SPECIAL CONTRACT CONDITIONS

1. The contractor will be required to reimburse the District for facility usage and related expenses in the amount below annually for each school location they have been selected to serve. This figure was calculated based on utility and housekeeping costs to operate the parts of each facility that will be used during the program hours and to lock up the school at the end of the day. The District will bill the contractor every month for ten months, from August through May, and expects payment within 30 days of the invoice date.

- ~~Fiscal Year 2025 - \$18,500~~
- Fiscal Year 2026 - \$19,000
- Fiscal Year 2027- \$19,500
- Fiscal Year 2028 - \$20,000
- Fiscal Year 2029 - \$20,500

2. The After School Care contract is a revenue generating contract for participating school locations. Contractors will be required to provide the following level of financial compensation based on average monthly attendance and monthly amount paid to the contractor for after care service provided. The amount to be allocated to individuals schools that participate in the program:

| | |
|-------------------------|-----|
| 30 to 50 participants | 10% |
| 51 to 75 participants | 12% |
| 76 to 100 participants | 15% |
| 101 to 125 participants | 18% |
| 126 to 150 participants | 20% |
| 151 to 175 participants | 22% |
| 176 to 250 participants | 25% |
| 251 + participants | 27% |

- *Includes active weekly pay for service participants, excludes full scholarship and grant funded participants.*

Example: School A has monthly average enrollment of 95 participants for the month of April. The amount the contractor received for participant fees for the month of April was \$8,550. In May the contractor will submit a payment of \$1,282.50 to the school for the financial compensation for the month of April.

3. Comprehensive Background Checks: The contractor shall complete the District's background screening process through the identified online portal for the School Site Director and all the contractor's staff members for each school site so the District can ensure a Comprehensive Background Check on each individual. The District will bill the contractor for these services.

The fees charged by the District are as follows:

- Comprehensive Background Check: \$15
- National Database Search: \$5
- If the individual has lived in New York, there will be an additional \$66 fee per name for a search in the NY Repository.
- If the individual has lived outside the United States in the past 10 years, there will be an International Search Fee. This search will be run at the discretion of the District, and the fee will be determined at the time of need due to varying fees based on the country being searched. The District will work with the Contractor to determine the fee for the search before placing the search.
- If the contractor hires a District/school employee to assist with running their program, the District does not require a Comprehensive Background Check.
- These background checks must be completed annually.

The link to the online comprehensive background check is:

<https://apps.raptortech.com/Apply/NjY0OmVuLVVT>

4. The District reserves the right to contract with and provide additional tutoring services at each school location if the school's principal requests.
5. The contractor must provide evidence of liability insurance and a secondary accident policy as described in **VII. TERMS AND CONDITIONS – B. SPECIAL.**
6. The contractor shall not discriminate against any individual for employment or for participation in the program. 7. The contractor shall only allow students enrolled at the school to participate in the program.
8. The contractor shall administer enrollment, obtain the enrollment fee, and collect unpaid fees.
9. **Holidays, Winter Break, Spring Break, and In-Service Days (no school for students due to parent/teacher conferences/teacher professional development day) are considered outside the contract, and the District's Use of Facility form must be completed. Form may be obtained from the school's principal.**
10. **Summer break is considered outside the contract, and the schools may not be used during this time due to necessary clean-up to prepare schools for the next school year.**

ATTACHMENT FOUR
CONTRACTOR REQUIREMENTS - SCHOOL SUBMITTALS

The contractor shall provide in writing the following information to the principal of each school they are selected to serve. This information must be provided annually, any time there is a change, and upon request of the principal.

- Site Director's name, title, qualifications, certification of Red Cross or American Heart Association First Aid and CPR, verification of training in OSHA regulations, cell/portable phone number(s), and a copy of the favorable Comprehensive Background Checks, refer to Attachment 3, Item 2.
- List of the contractor's staff members who work in the program and a copy of the favorable Comprehensive Background Checks; refer to Attachment 3, Item 2. As staff members are replaced, the same requirements for reporting replacements to the principal and the required Comprehensive Background Checks will be required.
- Sample enrollment forms, parent and staff manuals, and policies and procedures for the program.
- List of current participants on the roster.
- All important contact names, addresses, phone numbers, etc.
- The site director will also provide the school principal with a list of participants and keep this list updated daily as the participants' roster changes.
- Provide a list of Partners that are part of your program to include the partner's name, address, contact person, phone number, the services being provided, schedule, and copy of the favorable Comprehensive Background Checks, refer to Attachment 3, Item 2. As Partners are added or replaced, the same requirements for reporting to the principal and the required Comprehensive Background Checks will be required.
- Other information the school's principal may require.

-Intentionally Left Blank-

ATTACHMENT FIVE: REFERENCES

Provide four references of where the offeror has provided similar services as described in this solicitation. References to include name, address, contact person, telephone number, and email address. If the offeror has provided these services to the District in the past/present, please do not utilize our District/school(s) as a reference. **This form must be returned with the bid response.**

Reference One

Name: _____

Address: _____

Contact Person: _____

PhoneNumber: _____

E-Mail Address: _____

Reference Two

Name: _____

Address: _____

Contact Person: _____

PhoneNumber: _____

E-Mail Address: _____

Reference Three

Name: _____

Address: _____

Contact Person: _____

PhoneNumber: _____

E-Mail Address: _____

Reference Four

Name: _____

Address: _____

Contact Person: _____

PhoneNumber: _____

E-Mail Address: _____

ATTACHMENT SIX: BID SUBMITTALS

Bidders must include the following information in their response, arranging it in the order presented below, and providing the number of copies specified on the cover sheet. This information must be updated and resubmitted to the Procurement Officer annually, on the same schedule as the yearly bid acceptance.

- 1) Company's history, address, and background.
- 2) Company's philosophy.
- 3) Program objectives.
- 4) Copy of charter, constitution, or by-laws.
- 5) Program policies and procedures (these must also be provided to parents before the program starts).
- 6) Minimum number of participants required to maintain the program.
- 7) Procedures for distributing and collecting enrollment information, collecting fees, and collecting unpaid fees.
- 8) Plan and procedures for a half-day program, including hours of operation.
- 9) Plan and procedures for handling medical emergencies.
- 10) Procedures for administering medications prescribed by a physician.
- 11) Plan and procedures for severe weather emergencies, including the responsibility to notify parents of schedule and transportation changes due to weather.
- 12) Names of schools you are interested in serving and indication of whether you are currently certified through the South Carolina Department of Social Services for that site (See attached School Location sheet and return with proposal).
- 13) Procedures for screening and selecting prospective staff members.
- 14) Educational level of on-site staff members (staff members must have at least a high school degree).
- 15) Staffing ratio (adult staff must be one staff member for every fifteen children).
- 16) Staff development/training plans (creative activities, appropriate discipline methods, child and adult CPR, etc.).
- 17) Any SCSS Certifications for any LCDS1 Sites. List of school sites outside of LCSD1, but within South Carolina, that your company is certified to provide services to children under 5.
- 18) Policies and procedures for establishing partners (e.g., dance program, art program).
- 19) Documentation that no religious training or instruction will be permitted.
- 20) Plan for student engagement that addresses students needing accommodations, including:
 - (1) Procedures for handling incidents and IEP-aligned consequences.
 - (2) Communication strategies for families, schools, and IEP teams.
 - (3) Action plans for addressing disruptive behaviors.
 - (4) Accommodation for all children, including those with special needs/handicapped conditions, in accordance with their IEPs or 504 Accommodations.

Note: This plan will be presented to a district-chosen committee before schools are officially assigned.
- 21) Any additional information that distinguishes your program from others that the district should consider.

NOTE: See sections IV (Information for Offerors to Submit) and V (Qualifications) for additional required information.

Attachment Seven
Afterschool Childcare Vendor (Indirect Cost) Reimbursement

Documentation Form 2025/26

Form and Reimbursement due the 10th of each month for the previous month

Name of Afterschool Childcare Vendor: _____

Name of School (Childcare Site): _____

Name of Individual Submitting form: _____

_____ Average Number of Participants for the Month

% _____ Percentage of Reimbursement due to individual site*

(A)

_____ Gross Childcare Fees for the Month

(B)

CALCULATIONS:

\$ _____ Gross Childcare Fees for Month

(B)

(Calculate _____ of the Gross):

*(A)

\$ _____ **Reimbursement Owed to School**

One form is required for EACH school where services are provided.

*30 to 50 participants 10%
51 to 75 participants 12%
76 to 100 participants 15%
101 to 125 participants 18%
126 to 150 participants 20%
151 to 175 participants 22%
176 to 250 participants 25%
251 + participants 27%

Please make checks payable to: Lexington County School District One
(For: 2025-2026 Afterschool Childcare Reimbursement)