



Marion County School District

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| Solicitation Type: | RFQ |
| Solicitation Number: | Exceptional Student Service Providers – 001 |
| Date Issued: | |
| Dir. Of Exceptional Children Phone | Nickia Burks 843-423-1811 |
| E-mail Address | nburks@marion.k12.sc.us |

DESCRIPTION: Speech Language Pathologist, Occupational Therapist, Physical Therapist and School Psychologist

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

| SCHEDULE OF EVENTS | DATE AND TIME |
|---|---|
| SUBMIT OFFER /(BID OPENING) BY: | May 27, 2025 by 3:30pm |
| NUMBER OF COPIES TO BE SUBMITTED: | One (1) Original and one (1) Copy |
| PRE-BID CONFERENCE: N/A | |
| LOCATION: | |
| QUESTIONS MUST BE RECEIVED BY: | May 20, 2025 at 3:30pm |
| POST RESPONSE TO BID QUESTIONS BY: | Nburks@marion.k12.sc.us |
| SITE VISIT: | Bidders welcome to visit sites; check in with offices on arrival. |

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

Marion County School District
Office of Exceptional Children
200 Broad Street
Mullins, South Carolina 29574

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

| | |
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| AWARD & AMENDMENTS | This solicitation, any amendments and award, will be posted at the following web address www.marion.k12.sc.us |
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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 Bid open for a minimum of forty-five (45) calendar days after the Opening Date.

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| NAME OF OFFEROR (Full legal name of business submitting the offer) | OFFEROR'S Type of Entity (check one) |
| AUTHORIZED SIGNATURE | <input type="checkbox"/> Sole proprietorship SSN ____-____-_____ |
| <small>(Person signing must be authorized to submit a binding offer to enter contract on behalf of the named above)</small> | <input type="checkbox"/> Corporation Federal ID# _____ |
| TITLE (Business title of Person signing above) | <input type="checkbox"/> SC Minority Vendor Minority Vendor# _____ |
| PRINTED NAME (Printed name of person signing above) | (See provision entitled "Signing Your Offer") |

Instructions regarding Bidders Name: Any award issued to, and contract will be formed with, the entity identified as the Bidder above. A bid may be submitted by only one legal entity. The entity named as the Bidder must be single and distinct legal entity. Do not use the name of a branch office or 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.

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| STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.) |
| TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision) |

COVER PAGE

PAGE TWO
(Return Page Two with your Offer)

| | | | | | |
|---|--|-----------|-----------|-----------|-----------|
| HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) | NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) | | | | |
| | <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> </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) |
| <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one) | <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one) |

| ACKNOWLEDGEMENT OF AMENDMENTS | | | | | | | | |
|---|---------------|----------------------|---------------|----------------------|---------------|----------------------|---------------|----------------------|
| ACKNOWLEDGMENT OF AMENDMENTS | Amendment No. | Amendment Issue Date |
| Offeror acknowledges receipt of amendment(s) by number and its date of issue. | | | | | | | | |
| See "Amendments to Solicitation" Provision | | | | | | | | |

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

PAGE TWO

****End of Page Two****

**Competitive Fixed Price
Office of Exceptional Children**

Purpose:

Marion County School District (MCSD) is seeking/soliciting competitive sealed bids for Office of Exceptional Children, in accordance with the requirements and specifications of this solicitation. The Fixed Price Bidding solicitation method shall be used to select multiple firms that meet the requirements of the solicitation. MCSD serves approximately 4000 students in 11 schools.

Maximum Contract Period - Estimated:

The estimated initial contract period will be July 1, 2025, through June 30, 2026, with the option to renew the agreement on an annual basis for up to four (4) one-year periods beginning July 1, 2026. The maximum contract period is five (5) years. The Superintendent has the option to approve an additional two (2) more one-year periods after the initial five (5) years. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

MCSD has always worked with contractors for these positions when the district could not fill the position as an employee of the district. Due to federal requirements, we are now required to have companies compete for these services.

There is no estimated budget for this solicitation as the awarded contractors will be requested for their services on an as needed basis. Full time is 7.5 hours a day and a 190- day contract

GENERAL CONDITIONS

DEFAULT: In case of default by the Contractor, the Marion County School District reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by the Marion County School District or its agencies resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with the Marion County School District Fiscal Management Policy Section DK. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The School District reserves the right to withhold payment or make such deductions as may be necessary to protect the School District from loss or damage because of defective work, claims, damages or to pay for repair or correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty days beyond the Request for Quotation deadline. Unit prices will govern over extended prices unless otherwise stated.

The Marion County School District shall consider payment discounts in the award of this contract when such discounts are for thirty days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the University's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Marion County School District Procurement Code Policy DJ-R.

The School District reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the School District reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The successful contractor assumes sole responsibility and shall hold harmless the Marion County School District, its directors, officers, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful bidder, its directors, officers, employees and agents under this agreement. The Marion County School District agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of the Marion County School District, its members, directors, officers, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful quoter from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the quoter agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

Termination: Subject to the provisions below, the contractor may be terminated for any reason by the School District providing a thirty-day advance notice in writing is given to the contractor.

Termination for Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the School District may negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the School District for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty day advance notice requirement is waived and the default provision in this bid shall apply.

HIPAA 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 Marion County School District may require to ensure compliance. Additional information may be viewed at: <http://www.sc.edu/hipaa/>

SPECIAL CONDITIONS

LICENSES, PERMITS, INSURANCE: All costs for required licenses, permits and insurance shall be borne by the Bidder.

- 2.1 **Contractor's Liability Insurance:** The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this paragraph and such subcontractor to commence work on any subcontract until all similar insurance required of subcontractor has been so obtained.

The Marion County School District requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances. These include but are not limited to: the Occupational safety and Health Act, The Environmental Protection Act, The South Carolina Hazardous Waste Management Act.

IMPORTANT– Please Note

Vendors, we **MUST** have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in a delay of payments until this information is received. Please include this information with your quote,



New Vendor Request Form MARION COUNTY SCHOOL DISTRICT

719 North Main Street
Marion, South Carolina 29571



For CSO Use:

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|-------------------|
| VENDOR No. |
| Date Entered: |

REQUESTOR

NAME: _____ LOCATION: _____

REASON FOR REQUEST: _____

VENDOR INFORMATION Date: _____

NAME: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

WEB ADDRESS: _____

TAX ID Number: _____

COMPLETED IRS **FORM W-9** (attach)

IF RENDERING A SERVICE (attach a copy of Licensing/Certification Credentials)

PROOF OF LIABILITY INSURANCE COVERAGE (if applicable, attach copy of current policy)

PAYMENT REMITTANCE INFORMATION

REMIT TO: _____

REMIT MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

For CSO Use:

M C S D - I N T E R N A L U S E

APPROVAL

Director of Finance Signature: _____ Date: _____

Updated: 1/25/2021

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

NO BID RESPONSE FORM

Solicitation Number:

Company Name: _____

To assist us in obtaining good competition on our requests for bid, we ask that each firm which receives a request but does not wish to make a bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidder's list.

We hereby submit a "No Bid" because:

- 1. We do not wish to bid under the terms and condition of the invitation for bid documents.
 - A. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company
 - B. We do not sell the item(s) on which bids are requested.
- 2. Other: (Please explain) _____

- 3. Delete us from the Bidder's list.

Firm

Signature of Authorized Representative

