



**Lexington County School District One**  
 100 Tarrar Springs Road, Lexington, SC, 29072

**REQUEST FOR PROPOSALS (RFP)**

**SOLICITATION NO. RFP2026.1**

**RFP TITLE: REVIEW BOND REFERENDUM PROJECTS/TRANSACTIONS  
 SOLUTION BASED**

<b>CONTACT PERSON FOR THIS RFP</b> Elizabeth Marsh, CPPB, NIGP-CPP Director of Procurement 100 Tarrar Springs Road Lexington, SC 29072 <a href="mailto:emarsh@lexington1.net">emarsh@lexington1.net</a>	<b>INQUIRIES -</b> Please direct all inquiries via email to the contact person named as contact. <b>No telephone inquiries accepted to anyone in the District or School Board</b>
<b>AWARDS &amp; AMENDMENTS/ADDENDA</b> Any addenda will be posted on the Lexington County School District One webpage: <a href="https://www.lexington1.net/departments/procurement/solicitations-awards">https://www.lexington1.net/departments/procurement/solicitations-awards</a>	<b>PRE PROPOSAL CONFERENCE:</b> Friday, August 1 · 10:00 – 11:00pam Time zone: America/New_York Google Meet joining info Video call link: <a href="https://meet.google.com/dzt-ccwv-anr">https://meet.google.com/dzt-ccwv-anr</a> Or dial: (US) +1 929-287-3371 PIN: 722 132 570# More phone numbers: <a href="https://tel.meet/dzt-ccwv-anr?pin=3132180345477">https://tel.meet/dzt-ccwv-anr?pin=3132180345477</a>
<b>SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:</b> <b>PHYSICAL/MAILING ADDRESS:</b> Lexington School District One Attn: Procurement Services 100 Tarrar Springs Road Lexington, South Carolina 29072 Emailed Bids will NOT be accepted.	<b>NUMBER OF COPIES TO BE SUBMITTED:</b> Five (5) Hard Copy Technical Proposals (do not include cost proposal) One (1) USB containing a PDF version of the ORIGINAL Proposal and a REDACTED Copy of Proposal, a PDF version of the Cost Proposal
<p align="center"><b>SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS BELOW:</b></p> <p align="center"><b>PHYSICAL/MAILING ADDRESS:</b>          Lexington School District One          Attn: Procurement Services          100 Tarrar Springs Road          Lexington, South Carolina 29072  <b>Emailed Bids will NOT be accepted.</b></p>	
<p align="center"><i>The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number &amp; Opening Date must appear on package exterior. See "Submitting Your Offer" provision.</i></p>	

**RFP Anticipated Dates**

Request for Proposal Issued	June 28, 2025
Pre-Proposal Conference	August 1, 2025 10:00 AM ET
Last Date for Submission of Questions	August 5, 2025 11:00 AM ET
*Amendment One Posted (Questions Answered)	August 7, 2025
Request for Proposal Due <b>CLOSING DATE/TIME:</b>	September 4, 2025 3:00 PM ET
*Intent to Award	October 9, 2025

The timing and sequence of events resulting from this RFP may vary and shall ultimately be determined by Lexington County School District One.  
 \*Anticipated dates

***(Complete & Return Page Two with Your Offer)***

**OFFEROR INFORMATION**

**Vendor Name:**

**Contact Person for Purchases:**

**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)

Phone

Fax

E-Mail

**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 acknowledge 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
<b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)	<b>10 Calendar Days (%)</b>	<b>20 Calendar Days (%)</b>	<b>30 Calendar Days (%)</b>	<b>___ Calendar Days (%)</b>	

**MINORITY PARTICIPATION**

Are you a South Carolina Certified Minority Vendor? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, South Carolina Certification # \_\_\_\_\_

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.  
I hereby agree to all terms and conditions outlined in this document, confirm that my offer will remain valid for 120 days, and certify that I have the authority to sign on behalf of the offeror.*

Authorized Signature:

Name (typed or printed):

Title:

Email

Contact for Questions Regarding Proposal:

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### **I. SCOPE OF SOLICITATION**

Lexington County School District One seeks an independent firm to review documentation and answer Board of Trustees' questions about the 2018 Bond Referendum projects. The firm will report findings and recommend best practices for future capital improvement bonds.

#### **MAXIMUM CONTRACT PERIOD - ESTIMATED**

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 a one year renewal option. The maximum contract life is two 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/departments/procurement>

(b) Offerors shall acknowledge receipt of any amendment to this solicitation

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on Page Two,
- (3) by letter, or
- (4) by submitting a bid that indicates in some way that the bidder received the amendment.

(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

#### **AWARD NOTIFICATION**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of fifty thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

#### **BID/PROPOSAL AS OFFER TO CONTRACT**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). 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 and 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.

**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 non-responsible.

(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 State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

## **CODE OF LAWS AVAILABLE**

The South Carolina Code of Laws is available at <https://www.scstatehouse.gov/code/t11c035.php>

The District's Procurement Code is available at: <https://www.lexington1.net/departments/procurement>

## **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 their 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.

**AGREEMENT** – means the written agreement, consisting of the agreement documents signed between the District and the successful proponent pursuant to this RFP and the successful proposal.

**AGREEMENT DOCUMENTS** – means the instructions to proponents, scope of service, addenda, response to the RFP, and the acceptance of proposal together with all subsequently negotiated agreements, written amendments, modifications, and supplements to such documents and all written authorizations signed by the administrator(s) amending, deleting, or adding to the contract.

**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.

**MUST, MANDATORY, REQUIRED, or SHALL** – means a requirement that must be met in order for a proposal to receive consideration.

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

**OFFEROR** – means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding 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.

**PROPOSAL** – means the Proponent's response to this "RFP".

**REQUIREMENTS** – means those services described in the Scope of Service section of this RFP.

**SHOULD or DESIRABLE** – means a requirement having a significant degree of importance to the objectives of the RFP.

**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 the 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.

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive

advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold an 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. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

### **DRUG FREE WORKPLACE CERTIFICATION**

By submitting an Offer, the Offeror certifies that, if awarded a contract, they 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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

### **ETHICS ACT**

Ethics Certificate: By submitting an offer, Offeror certifies that it 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 (i) submit notice of their intent to protest within seven business days of the date notification of award is posted in accordance with the District's Procurement Code, and (ii) submit their actual protest within 15 days of the date the award notice is posted. Both protests and notices of intent to protest must be in writing, submitted to the appropriate Chief Procurement Officer. The grounds of the protest and the relief requested must be set forth 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 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 to and received no later than the date found on the Cover Page of this solicitation via email, or mail. Please send questions to:

Mailing Address: Lexington County School District One  
 Attn: Procurement Department, Elizabeth Marsh  
 100 Tarrar Springs Road  
 Lexington, South Carolina 29072  
 Ref: Solicitation Number and Title

Email: [emarsh@lexington1.net](mailto:emarsh@lexington1.net)  
 Subject Line: Reference Solicitation Number and Title

***Failure to address email correctly may result in your question being discovered after the question deadline and not being answered. Questions should be submitted using the following format:***

<b><i>Page Reference:</i></b>	<b><i>Vendor Question:</i></b>

**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 subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the 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 the 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.

## **DISCLOSURE OF YOUR BID / PROPOSAL and SUBMITTING CONFIDENTIAL DATA**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

(b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, 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, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and 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.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. 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.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to 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.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless Lexington County School District One, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or 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 email offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

## **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.

## **II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS**

### **BOARD APPROVAL REQUIRED**

Any award is subject to prior approval by the Board. Board meetings are normally, but not always, held monthly.

### **CONFERENCE - PRE-BID/PROPOSAL**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

### **CONTENTS OF OFFER RFP - Solutions Based**

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the technical proposal and the business proposal.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

### **DISCUSSION WITH OFFERORS**

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

### **OPENING PROPOSALS -- INFORMATION NOT DIVULGED**

In competitive sealed proposals, neither the number nor identity of offerors nor prices will be divulged at opening.

### **PROTESTS**

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

Mailing Address:            Lexington County School District One  
                                 Procurement Department, Chief Procurement Officer  
                                 100 Tarrar Springs Road  
                                 Lexington, South Carolina 29072  
Ref: Protest – Solicitation Number

Email:                         [jmiller@lexington1.net](mailto:jmiller@lexington1.net) and [emarsh@lexington1.net](mailto:emarsh@lexington1.net)  
                                 Subject Line: Protest - Ref: Solicitation Number

## **III. SCOPE OF WORK/SPECIFICATIONS**

## **SCOPE OF WORK**

See attached Scope of Work/Specifications.

## **BIDDING SCHEDULE**

See attached COST WORKSHEET.

## **DELIVERY/PERFORMANCE LOCATION -- SPECIFIED**

After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

**Lexington County School District One**  
**100 Tarrar Springs Road**  
**Lexington, SC 29072**

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL**

You shall submit a signed Cover Page and Page Two. Your offer should include 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 Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

You shall submit a **Technical Proposal** and a **Cost Proposal (Cost Worksheet)** of your offer in separate and distinct documents. *In addition to your original offer, you are **STRONGLY ENCOURAGED** to submit a redacted copy of the Technical Proposal.*

#### **Instructions for Technical Proposal**

The Technical Proposal shall be arranged in the following order:

##### **Section 1 – Introductory Documents**

1. Cover Page of this solicitation – Page 1 of Offeror’s proposal
2. Page Two of this solicitation – Page 2 of Offeror’s proposal
3. Executive Summary
  - A one or two-page executive summary to briefly describe the Offeror’s proposal.
  - This summary should highlight the major features of the proposal.
  - The reader should be able to determine the essence of the proposal by reading the executive summary.

##### **Section 2 - Firm Overview:**

- Legal name of the firm, primary contact person, address, phone number, and email address.
- Number of years in business.
- Number of professional staff, with a breakdown of relevant experience.

##### **Section 3 - Relevant Experience:**

- Detailed description of the firm's experience with School Districts, including at least two (2) specific examples of similar engagements.
- Experience with IRS regulations related to tax-exempt bonds.
- Experience with internal control assessments in a governmental context.
- List of at least three (3) current or recent governmental clients for whom similar services were provided, including contact names, titles, phone numbers, and email addresses.

##### **Section 4 - Approach and Methodology:**

- A concise description of the firm's proposed engagement approach and methodology for a proposed engagement, including key steps, timelines, and deliverables.
- Identification of the lead engagement partner and key engagement team members, including their resumes and relevant experience.

##### **Section 5 - References:**

- Provide reference questionnaires to at least three (3) professional references, preferably governmental entities, for whom similar services have been provided. The reference questionnaire will only be accepted via email to the procurement officer from the reference named on the form.

##### **Section 6 - Insurance:**

- Provide proof of professional liability insurance coverage.

**Failure to adhere to this format may result in evaluators being unable to score appropriately.**

### **Instructions for Cost Proposal**

Submit a detailed fee proposal using the [Cost Worksheet \(Attachment Three\)](#) Document.

Offerors must submit a comprehensive and itemized breakdown of all costs to be incurred by the District, as specified in Section VIII. Failure to comply with these requirements may result in the offer being deemed nonresponsive.

## **MINORITY PARTICIPATION**

See Page Two of the solicitation.

## **V. QUALIFICATIONS**

### **MINIMUM QUALIFICATIONS**

Responding firms must meet the following minimum qualifications:

- Be an independent firm
- Have a minimum of 10 years of experience providing similar services to School Districts, with demonstrated expertise in at least two (2) similar engagements.
- Possess a strong understanding of federal and state regulations pertaining to bond referendums, and IRS regulations concerning tax-exempt debt.
- Demonstrate sufficient staffing and resources to complete the engagement within the specified timeframe.
- Maintain appropriate professional liability insurance.

### **QUALIFICATIONS 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.

## **VI. AWARD CRITERIA**

### **AWARD CRITERIA -- PROPOSALS**

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

### **AWARD TO ONE OFFEROR**

Award will be made to one Offeror.

### **EVALUATION FACTORS -- PROPOSALS**

Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

### **PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

#### **Firm Qualifications and Experience**

- Overall experience of the firm, licensure, and stability.

#### **Relevant Experience with Bond Referendum Engagements**

- Demonstrated expertise in governmental bond accounting and IRS regulations.

### **Proposed Engagement Approach and Methodology**

- Clarity, thoroughness, and suitability of the proposed engagement plan.

### **Fee/Cost Proposal:**

- The proposal must clearly detail what is included and what might be billed separately. The fee structure is easy to understand, and accurately reflects the Proposed Engagement Approach.

### **Qualifications of Key Personnel**

- Experience and credentials of the engagement team.

### **References**

- Positive feedback from previous clients.

### **Phase II Presentation/Interview (if applicable)**

The District reserves the right, but is not obligated, to conduct interviews with top-ranked proposers. The purpose of these interviews is to gain a deeper understanding of the proposed solutions, assess team dynamics, clarify specific capabilities, and evaluate the overall fit with the District's requirements.

### **Presentation/Interview Eligibility:**

Interviews may be conducted at the discretion of the Evaluation Committee, specifically if the technical and cost scores of the top-ranked proposals are close enough to require further distinction. However, if a single proposer is clearly superior without significant competition, the District may choose to proceed directly to contract negotiations without interviews.

Should only one offeror achieve the highest score, the evaluation panel will determine whether to invite them for a presentation/interview. If invited and successful in this Phase II performance, negotiations may commence. If unsuccessful, the next highest-ranked offeror may then be invited. If multiple offerors proceed to Phase II, their presentation/interview scores will be added to their Phase I scores. In a pass/fail scenario for a single offeror's presentation/interview, a failure will result in the invitation of the next highest-ranked offeror.

**PHASE II PRESENTATION / INTERVIEW** Offerors selected to Phase II of the evaluation process will be required to give a presentation/interview. The District reserves the right to require in person Interview/Presentation or conduct that step virtually.

LCSD1 will notify Offerors as quickly as possible after Phase I scoring to schedule a specific date and time for the presentation.

The activities of the Offeror should be limited to a presentation of the capabilities, approach, and methods described in the Offeror's written proposal.

- Evaluator questions permitted at the end.
- Offeror answers restricted to facts.
- No new information, staff, products, or features beyond the proposal allowed.
- Negotiation not permitted during the presentation.
- Offeror cannot change the proposal.
- Offeror may be required to document answers.
- Presentation should be straightforward for clear understanding.
- Presentation clarifies the written proposal; offerors cannot ask questions or receive preliminary assessments.
- Offeror performs presentation and supplies required components.
- District provides a screen and internet connectivity.

## **NEGOTIATIONS**

The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest-ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

## **DISCUSSIONS AND NEGOTIATIONS – OPTIONAL**

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section

11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the District may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

## **CONTRACT TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE**

(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 a 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 conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

### **BANKRUPTCY - GENERAL**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) 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 State 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 State 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 and 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) documentation of discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State'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 any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. 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 any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

### **DISCOUNT FOR PROMPT PAYMENT**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that

appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

#### **DISPUTES**

(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 Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (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 Section 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 the contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, the contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractors from offering lower pricing after award.

#### **NON-INDEMNIFICATION**

Any term or condition is void to the extent it requires the District to indemnify anyone for any reason.

#### **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 state 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.

#### **PAYMENT and INTEREST**

(a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two."

(c) Notwithstanding any other provision, payment shall be made in accordance with the District's Procurement Code Section 45 which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

(d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without

compounding.

(f) The District shall have all of its common law, equitable and statutory rights of set-off.

#### **PUBLICITY**

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

#### **PURCHASE ORDERS**

The contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to select any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract.

#### **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 the Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. The Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to the 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, the 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 the Contractor's net income or assets shall be the sole responsibility of the Contractor.

#### **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**

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

#### **THIRD PARTY BENEFICIARY**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

#### **WAIVER**

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

### **VII. CONTRACT 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 [State] 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 State promptly and duly makes 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 State 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 LAW**

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

#### **CONFERENCE -- PRE-PERFORMANCE**

Unless waived by the Procurement Officer, a pre-performance conference between the Contractor, District, and Procurement Officer shall be held at a location selected by the District within five days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful Contractor or their duly authorized representative shall be required to attend at the Contractor's expense.

#### **CONTRACTOR'S OBLIGATION GENERAL**

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

#### **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.

### **ILLEGAL IMMIGRATION**

(An overview is available at [www.procurement.sc.gov](http://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 District 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.

### **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 Title 11, Chapter 35, 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 11-35-1830.

### **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 90 days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than 15 days after the Procurement Officer sends contractor notice rejecting the requested price increase.

### **PRICING DATA -- AUDIT -INSPECTION**

[Clause Included Pursuant to § 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the District may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the District.

### **RELATIONSHIP OF THE PARTIES**

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

## **TERM OF CONTRACT -- EFFECTIVE DATE INITIAL CONTRACT PERIOD**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 1 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**

The 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 90 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 Section 11-35-1830 bearing on such claim. If the Contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the Contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

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

(c) Absent complete agreement under Subparagraph (b) of 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) The 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) The 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.

## VIII. COST PROPOSAL

### COST PROPOSAL

Offerors are required to furnish a total project cost document that clearly states the total project cost Lexington County School District One will incur for the entire project. The cost presentation must be submitted as a distinct document, separate from the technical proposal. The total project cost must be broken down and directly linked to project milestones that correspond with the proposed project timeline. This alignment is crucial for illustrating the schedule of progress payments that the offeror will request upon the successful completion and delivery of each defined milestone. The District expects a clear and transparent demonstration of the cost breakdown, facilitating effective budget management and progress tracking.

Furthermore, the offeror is also required to submit a schedule of hourly rates that will apply to any supplementary work requested by the District that falls outside the initial scope of this project and is to be performed after the complete conclusion of the contracted project. It is explicitly stated that these submitted hourly rates are not to be applied to any work that is already defined and included within the original scope of work for this project. This provision ensures a clear distinction between the costs associated with the core project deliverables and any potential future ad hoc requests.

For absolute clarity and to avoid any ambiguity, this specific requirement regarding cost presentation and hourly rates takes precedence over any other instructions or information that may be present elsewhere in this solicitation document. Offerors must adhere strictly to these guidelines in the preparation of their cost proposal.

## IX. ATTACHMENTS TO SOLICITATION

### ATTACHMENTS LIST

The following documents are attached to this solicitation:

- [Attachment One – Scope of Work/Specifications](#)
- **Attachment Two - Offeror's Checklist**
- [Attachment Three - Cost Worksheet](#)
- **Attachment Four - Reference Questionnaire**

*Thank you for your interest in providing services to Lexington County School District One.  
We look forward to reviewing your proposal.*

***~INTENTIONALLY LEFT BLANK~***

# ATTACHMENT ONE

## SCOPE OF SERVICE

### Introduction and Purpose

Lexington County School District One ("the District") is issuing a solution-based Request for Proposal (RFP) seeking a qualified independent firm to contract with the District to review documentation and address the Board of Trustees' proposed questions regarding the [2018 Bond Referendum projects](#). The awarded firm will report and present findings to the Board of Trustees. In addition, the firm will be expected to recommend best practices for future bonds to fund capital improvements and school renovation projects.

### Background and Problem Statement

On September 19, 2018, voters authorized the issuance of up to \$365,000,000 in bonds to fund capital improvements and school renovation projects. The District's commitment to accountability is strong, but several [prominent projects](#) have resulted in ongoing questions and a desire to seek clarity.

**The Core Problem:** Responding to the Board of Trustees' inquiries regarding the 2018 bond program, the district is undertaking a targeted review of its operational framework. This initiative aims to enhance oversight and ensure the transparent execution of [significant district projects](#), particularly those related to critical infrastructure and educational facilities. The review will examine existing policies, procedures, and communication protocols across all phases of project management, including planning, resource allocation, procurement, monitoring, risk management, and stakeholder engagement. The primary objective is to reinforce accountability, efficiency, and responsible stewardship of public funds, thereby addressing current concerns and establishing a resilient framework for future projects.

1. **Project Planning:** The initial stages of project planning in the 2018 Bond Referendum capital projects lead to questions of how the process was handled. Questions include:
  - a. **Comprehensive scope definition:** Were projects initiated with a clear and detailed understanding of their full scope? If not, did this lack of understanding lead to unexpected complexities and cost overruns.
  - b. **Needs assessment:** Did the projects fully align with the most pressing needs at that time? If not, was there evidence of a disconnect in the planning phase.
  - c. **Insufficient risk assessment:** Were potential roadblocks and challenges thoroughly identified and mitigated during planning? Or were projects planned in a more reactive rather than proactive problem-solving manner?
2. **Procurement:** The procurement process has also emerged as a significant area of scrutiny, raising questions about efficiency. Specific concern:
  - a. **Delays and inefficiencies in the bidding process:** The time taken for bids to be solicited, reviewed, and awarded may be contributing to overall project delays.
3. **Timeline Management:** Perhaps one of the most visible and impactful issues is the consistent deviation from established project timelines. This has led to:
  - a. **Increased costs due to extensions:** Extended project durations often result in increased labor, material, and administrative costs, impacting the overall budget of the bond program.

To honor the District's commitment to transparency and accountability, a comprehensive solution is required. This involves not only reviewing specific transactions but also developing forward-looking recommendations and best practices aimed at improving future capital projects.

<b>Projects to Test</b>	<b>Budget</b>	<b># of Checks</b>	<b># of Transactions/Line items</b>	<b>Amount</b>
Lakeside Middle School	\$58,000,000	110	206	\$60,619,430
South Lake Elementary School	\$55,123,591	196	1,030	\$53,732,705
Transportation Building	\$9,500,000	80	124	\$10,059,280
Pelion Middle - Existing Building	\$2,000,000	3	5	\$10,852
Items # 1-3 - The expenditures totals shown are preliminary figures as of May 31, 2025.				
Item # 4 - The expenditure totals shown are preliminary figures as of June 30, 2025.				
These amounts will be adjusted as the District completes its fiscal year end closing procedures and required conversion from cash to accrual accounting for financial reporting purposes.				

### 1. Key Areas of Concern

- a. **Transportation Facility:** The project scope changed significantly, causing the cost to escalate from an initial \$3 million bid to \$10 million.
- b. **South Lake Elementary:** A nearly four-year delay between the property purchase (December 2019) and construction start (approx. 2023) led to cost escalation from an anticipated \$37 million to \$55 million.
- c. **Lakeside Middle School:** A contingent land purchase failed, forcing the school to be built on a smaller lot that required unexpected site preparation and road work.
- d. **Pelion Middle School:** A \$2 million budget was allocated for an unfinished project, but only \$10,000 was spent, leaving the project stalled and the funds' status unclear.
- e. **General Concerns:** Issues have also been raised regarding initial capacity planning for new schools and the adequacy of board policies for procurement and project oversight.
- f. The District requires a comprehensive solution to investigate these specific instances and identify underlying procedural or policy inconsistencies to ensure they are not repeated.

### 2. Desired Outcomes and Key Objectives

The successful firm will propose a solution that achieves the following outcomes:

- a. **Clarity and Resolution:** Provide definitive, independent answers to the specific concerns outlined above.
- b. **Increase Transparency and Understanding:** Provide verifiable review process and communication plan.
- c. **Actionable Recommendations:** Deliver a set of practical, forward-looking recommendations for board policies, procurement procedures, due diligence, and project management that the District can implement.

- d. **A Framework for the Future:** Establish new standards for capital projects, including ideal acreage and facility size, construction timelines, and due diligence checklists.

## **SCOPE OF WORK**

### **1. Key Areas the Solution Must Address**

Rather than follow a prescriptive checklist, respondents are asked to propose their expert methodology for designing a solution that addresses the following four key areas:

#### **a. Investigative Review and Findings**

Propose your firm's approach to conduct a thorough review of the [selected 2018 Bond Referendum transactions](#). Your methodology should detail how you will examine project expenditures, change orders, project delays, land purchases, and compliance with procurement laws and board policies to provide clear answers to the issues raised in the Problem Statement.

#### **b. Root Cause Analysis**

Describe how your solution will go beyond a surface-level review to identify the root causes of the issues. This should include assessing internal controls, authorization thresholds, and protocols for project planning, re-bidding, and managing delays and inflation.

#### **c. Transparency and Communication Plan**

Propose a comprehensive strategy for communicating the findings of your review to the Board of Trustees. What reports, presentations, or other tools would you develop to make complex information accessible and clear? How would you structure a management letter or final report to be most effective?

#### **d. Forward-Looking Recommendations and Best Practices**

Outline how you will develop a set of actionable recommendations to improve future capital projects. This should include your approach for benchmarking against comparable K-12 school districts in South Carolina to develop new standards for construction timelines, due diligence checklists for land purchases, and ideal facility/acreage sizes.

**ATTACHMENT TWO**  
**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES!*

(Review this checklist prior to submitting your offer)

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ MAKE SURE YOUR OFFER DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ PROPERLY ACKNOWLEDGED ALL AMENDMENTS?
- ✓ MAKE SURE THAT YOUR OFFER INCLUDES THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR OFFER INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS.

This checklist is included only as a reminder to help offerors avoid common mistakes.  
Responsiveness will be evaluated against the solicitation, not against this checklist.

**You do not need to return this checklist with your offer.**

**SUBMIT WITH OFFER:**

1. **Cover Page**
2. **Page 2**
3. **Technical Proposal**
4. **Cost Proposal**
5. **Attachment B- Minority Participation Affidavit**
6. **Required information (Section V-Required Information)**

**Completed W-9 (if needed)**

**ATTACHMENT THREE  
COST WORKSHEET**

To allow for maximum flexibility and negotiation, proposers are required to submit their pricing in the following detailed format. The total cost should be broken down by major task and deliverable, with a separate schedule for hourly rates and optional services.

**1. Detailed Fee Schedule by Scope Component**

Please provide a firm fixed price or a "not-to-exceed" amount for each of the four primary components of the Scope of Work. This allows the District to evaluate the cost of each phase independently.

Scope Component	Description	Not-to-Exceed Cost
<b>1. Investigative Review and Findings</b>	All work related to the review of bond transactions, expenditures, change orders, delays, and compliance as outlined in the Scope of Work.	\$
<b>2. Root Cause Analysis</b>	All work related to assessing internal controls, protocols, and identifying the root causes of project issues.	\$
<b>3. Transparency &amp; Communication Plan</b>	The development of all reports, presentations, and communication tools for the Board of Trustees.	\$
<b>4. Forward-Looking Recommendations</b>	The development of actionable recommendations, benchmarking, and new standards for future projects.	\$
<b>Total Not-to-Exceed Project Cost</b>	<b>\$</b>	

## 2. Optional Services and Alternate Pricing

Please provide separate pricing for any optional services you can provide that could add value to the engagement. This may include, but is not limited to, support for implementing the forward-looking recommendations. Pricing for these services will not be included in the "Total Not-to-Exceed Project Cost" above but will be considered based on need and available budget.

Optional Service	Description	Cost/Fee Structure
<b>Implementation Support</b>	Providing direct assistance to District staff to implement new policies, procedures, or checklists developed in the recommendations phase.	\$
<i>(Proposer Defined Option)</i>	<i>(Proposer to describe any other relevant optional service)</i>	\$
		\$
		\$
		\$
		\$
		\$
		\$

**3. Schedule of Hourly Rates**

Please provide a schedule of standard hourly billing rates for all key personnel and staff levels who would be assigned to this engagement. These rates will be used for negotiating any changes in scope, should they arise.

Staff Title / Role	Name (if known)	Standard Hourly Rate
Lead Engagement Partner		\$
Senior Manager / Project Lead		\$
Senior Associate / Analyst		\$
Associate / Staff		\$

**4. Pricing Assumptions**

Please list any key assumptions made in developing this fee schedule. This should include assumptions about the availability and format of District data, the number of interviews required, and the level of support expected from District staff.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
-

# ATTACHMENT FOUR

## Reference Questionnaire

### RFP2026.1 REVIEW BOND REFERENDUM PROJECTS/TRANSACTIONS SOLUTION BASED

Entity submitting reference:

---

Contact person's name :

Title:

---

Email address:

Phone number:

---

Firm/Consultant you are submitting the reference for:

---

Project

Year Project was completed:

---

1. How well did the firm explain complex financial topics to people without a financial background, like your board or the public?

---

2. Can you give an example of how the firm found the real cause of a problem, not just the surface-level issues?

---

3. Did the firm provide practical recommendations that you were actually able to use and implement? Can you share an example?

---

4. How did the firm handle unexpected problems or changes that came up during your project?

---

5. When looking at project budgets or schedules, how good was the firm at figuring out what went wrong?

---

6. Was the firm's final report easy to understand and helpful for making important decisions?

---

7. What was it like working with the main people assigned to your project? Were they easy to reach and knowledgeable?

---

8. How well did the firm understand the specific government rules for purchasing and contracts?

---

9. How would you describe the working relationship between the firm's team and your own staff?

---

10. After everything was done, would you hire this firm again for a similar project? Why or why not?

---

Signature of Contact Person \_\_\_\_\_

Date \_\_\_\_\_

Your responses to these reference questions are highly valued and will significantly assist us in evaluating the consultant/firm. Please submit this form directly to Elizabeth Marsh at Lexington County School District One, via email at [emarsh@lexington1.net](mailto:emarsh@lexington1.net).