	BAMBERG COUNTY SCHOOL DISTRICT SEALED BID Request for Proposal (RFP)	Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	**LEGAL2026-DO** **03/02/2026** Devon Furr (803) 682-1650 dfurr@bambergschools.org

DESCRIPTION: LEGAL SERVICES-BOARD ATTORNEY

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

New Offerors: SUBMIT OFFER BY (Opening Date/Time): March 24, 2026 at 11:00 a.m.

QUESTIONS MUST BE RECEIVED BY: March 17, 2026 by 2:00 p.m.
Previous Offerors who responded to canceled RFP must email Devon Furr by March 24, 2026 at 11:00 a.m. for reconsideration:

Via E-mail: dfurr@bambergschools.org

NUMBER OF COPIES TO BE SUBMITTED-New Offerors Only: **One (1) original hard copy, and three (3) copies**

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Bamberg County School District
3830 Faust Street
Bamberg, SC 29003

PHYSICAL ADDRESS:
Bamberg County School District
3830 Faust Street
Bamberg, SC 29003

CONFERENCE TYPE: **Board Presentation** DATE & TIME: March 27, 2026, TBD	LOCATION: Bamberg County School District, 3830 Faust Street, Bamberg, SC 29003

AWARD & AMENDMENTS	Award will be on **4/14/26.** The award, this solicitation, and any amendments will be posted at the following web address: https://www.bambergschools.org/departments/finance/procurement

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Small (15 employee or less) ☐ Women ☐ Minority ☐ Other _____
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)	
TAXPAYER IDENTIFICATION NO.	STATE VENDOR NO.

(See "Taxpayer Identification Number" provision)	(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent)
	Area Code / Number / Extension / Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

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

PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum $10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	**OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____.** *ADDRESS AND PHONE OF IN-STATE OFFICE ☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address **(CHECK ONLY ONE)**

PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	**IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE.** **OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.**

End of Page Two

Scope of Work begins on page 12

INSTRUCTIONS TO OFFERERS

Submit Proposal and a completed W-9 form for your agency in a sealed envelope with the RFP number as well as the time and date for opening prominently marked on the outside.

Bids must be submitted to or at the time, date and exact location specified to be considered. No late bids, telegraphic, or telephonic bids will be accepted.

All bids must be signed by an authorized officer or employee of the offerer.

All information requested of the offerer must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.

All information must be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

Time of delivery, defined as the number of calendar days between receipt of the order by the offerer and the receipt of goods or services by The School District, may be considered as one factor in determining the award.

Prices will be considered net if no discount is shown.

GENERAL CONDITIONS

GENERAL PROVISIONS

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of the quote/bid or to procure any goods or services.

An authorized individual who may bind the Offeror to provide the services in accordance with the specifications contained in this RFP/IFB must sign your quote/bid response. The quote/bid response must contain a statement to the effect that your quote/bid is firm for a period of thirty (30) days from the bid due date or longer if so required by the District.

Bamberg County School District Procurement Code and Regulations govern and supersede any and all documents, proposals and policies, whether stated or implied.

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal service, electronic transmission, facsimile, or any other method.

In the event that a bid (with $50,000.00 or greater in value) is unintentionally opened prior to the official time set for the bid opening, the employee opening such a bid shall immediately inform the Chief Procurement officer, or designee, who shall in the presence of another employee re-seal the envelope and note on envelope that it was opened in error.

Addenda: Addenda shall be issued prior to the RFQ/IFB submittal date and time for the purposes of modifying or interpreting the quote/bid/proposal instructions through additions, deletions, clarifications, or corrections. At the discretion of the District, if it becomes necessary to revise or clarify any part of this RFP/IFB, an addendum will be posted at:
https://www.bambergschools.org/departments/finance/procurement

Addenda shall be forwarded to all potential offerors who are known by the District to have received a complete copy of the RFP/IFB. No addenda shall be issued later than four (4) days prior to the RFP/IFB submittal date except to a) withdraw the RFP/IFB solicitation, or b) to postpone the RFQ/IFB submittal date and time. The Chief Procurement Officer, or other District employee, shall not be legally bound by any amendment or interpretation that is not in writing.

Ambiguous Quotes/Bids: Quotes/bids which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.

Approval of Publicity Releases: The Contractor shall not have the right to include the District's name in its published list of customers, without prior approval of the District. The Contractor agrees not to publish or cite in any form any comments or quotes

from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District.

Authorization and Acceptance: The quote/bid/proposal must be signed by an authorized individual who may bind the Offeror to these services in accordance with the requirements contained in this RFQ/IFB/RFP. The quote/bid/proposal must contain a statement to the effect that your bid is firm for a period of thirty (30) days from the quote/bid/proposal due date or longer if so required by the District.

In the event that identical bids/proposals are received on like items, the Chief Procurement Officer shall award the quote/bid/proposal in accordance with the District's Procurement Code.

Bidder's Qualification: No quote, bid or proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that is deemed irresponsible or unreliable to the District.

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

Competition: There are no Federal or State laws that prohibit Proposers from submitting a quote/bid/proposal lower than a price or quote/bid/proposal given to the United States Government. Proposers may submit a quote/bid/proposal lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.

Confidentiality: Ownership of all data, material and documentation originated and prepared pursuant to this RFQ/IFB/RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Freedom of Information Act. However, commercial and/or financial information which is confidential or privileged included in bids will not be disclosed if such information has been identified by the firm as confidential. All firms who wish to have selected information in their bids remain confidential must visibly mark as "Confidential" each part of the quote/quote/bid/proposal they consider to contain proprietary information.

Covenant against Contingent Fees: The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the School District of Bamberg County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Correction of Errors in the quote/bid/proposal: 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 quote/quote/bid/proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No quote/bid/proposal shall be altered or amended after specified time for opening.

District Closings: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Finance Office of the District by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at www.bambergschools.org.

District Regulations: The vendor(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission.

Explanation to Prospective Bidders/Proposers:

Any prospective Bidder/Proposer desiring an explanation or interpretation of this solicitation shall request it in writing soon enough to allow a reply to reach all prospective Bidders/Proposers before submission of their quote/bid/proposal.

Oral explanation and/or instructions given before the award of the contract shall not be binding.

Any information given to a prospective Bidder/Proposer pertaining to this solicitation shall be furnished promptly to other prospective Bidders/Proposers as an amendment, if that information is necessary in submitting a quote/bid/proposal, or if the lack of it would be prejudicial to other prospective Bidders/Proposers.

Examination of Records:

The School District of Bamberg County shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.

The contractor agrees to include in first-tier subcontracts under this contract, a clause to the effect that the Superintendent of the School District of Bamberg County, or her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s).

Interpretations: If any questions arise from this solicitation, respondents must contact the District's Finance Department. Any response to the respondent's request for interpretation of documents will be made by addendum if the Finance Department believes the interpretation is not clear in the bid document. The District will not be responsible for any other explanation or interpretations.

Prohibition Against Conflicts of Interest, Gratuities and Kickbacks: "Any employee or any official of the District, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accordance with State and/or Federal laws."

Quote/bid/proposal Constitutes Offer: By submitting a quote/bid/proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any quote/bid/proposal containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such quote/bid/proposal nonresponsive. Any inconsistencies between the RFQ/IFB/RFP and any other contractual instrument shall be governed by the terms and conditions of this RFQ/IFB/RFP, except where subsequent amendments to any contract resulting from this RFQ/IFB/RFP award are specifically agreed to in writing by the parties to supersede any such provisions of this RFQ/IFB/RFP.

Quote/bid/proposal Expenses: The District or any of its representatives shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of the vendor's response to this solicitation.

Posting of Award *(applies to contracts in excess of $50,000.00):* Notice of Award or Intent to Award will be posted on the District's Website: https://www.bambergschools.org/departments/finance/procurement

Proper Invoice: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

Name of business
Contract number or other authorization for delivery of service or property
Complete description
Price and quantity of property or service actually delivered or executed
Shipping and payment terms.
Name where applicable
Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
Other substantiating documentation of information as required by the contract.

Proposer's Qualifications: Quotes/Bids/Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

Rejection/Cancellation: The District reserves the right, to accept or reject, in part or in entirety, any or all quotes/bids/proposals, to negotiate with all qualified proposers and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

Responses: All responses to this solicitation must comply completely with the requirements and schedule indicated in this solicitation to be considered for evaluation. All vendor(s) must be able to meet or exceed any and all requirements.

Site Visits: The District reserves the right to make site visits to the successful contractor's operation facilities prior to and after award. Site visit may include:
Walk-through of warehouse and storage facilities.
Inspection and review of delivery fleet capabilities.

Substitutions: The materials and products described in the RFQ/IFB/RFP establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Reference in the RFQ/IFB/RFP to the words "or approved alternate" shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. ***Any deviation from the enclosed specifications must be documented on the quote/bid/proposal form.***

Time of Completion: Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her quote/bid/proposal delivery dates for each item as requested, and shall furnish all items in accordance with the quote/bid/proposal solicitation unless an extension was granted by the District in writing.

Unlawful Acts: The District interprets a signed quote/bid/proposal as signifying that the accompanying quote/bid/proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under the state of South Carolina or United States laws.

Withdrawal of Proposal Response: A quote/bid/proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Chief Procurement Officer prior to the last date and time set for receipt of the quote/bid/proposal responses. If the District fails to accept the response or award a contract within thirty (30) days after the quote/bid/proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

GENERAL PROVISIONS

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

2. ***Bid Bond:*** Bids will be accompanied by a Proposer's bond or certified check equal to five percent (5%) of the total dollar value of the submitted bid. When bid bond is required, it shall be so stated in the Instructions to Proposers.

3. ***Contractor Responsibility:*** The Contractor alone will be held solely responsible to the District for performance of all Contractor obligations under any contract resulting from their quote/bid/proposal.

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

5. ***Drug-free Workplace:*** By signing and submitting a bid, a proposer is certifying that it will comply with all requirements of the South Carolina Drug-Free Workplace Act, Section 44-107-10, ET Seq., S.C. Code Ann, (1976).

6. ***Equal Opportunity:*** The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise

discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.

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

8. ***Governing Laws:*** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina. Contractor must be authorized and/or licensed to do business in the State of South Carolina. Notwithstanding the fact that applicable statues may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in said state, by signing of this Agreement, Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

9. ***Illegal Immigration:*** *(applicable to service contracts only)* 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 (5) 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

10. ***Indemnification:*** The vendor(s) shall agree to hold the District harmless and to indemnify the District from every expense, liability, or any payment arising out of or through injury (including death) to any person(s) or damage to any property of any location in which work is located arising out of or suffered through any at or omission of the vendor(s).

11. ***Installation:*** Where equipment is called for to be installed under this RFQ/IFB/RFP, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

12. ***Insurance:*** Contractor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Contractor or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this contract.

13. ***Licenses and Permits:*** During the term of the contract, the Contractor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each of any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation document and the contract.

14. ***Minority Business:*** Specify if your firm is a South Carolina certified minority business. If so, please provide the District with a copy of the certificate. The South Carolina definition of a minority business is a business that is at least 51% owned, operated, and controlled by a minority; or in cases of a publicly-owned business, at least 51% of the stock must be owned by a minority. Such minorities include but are not limited to African Americans, Hispanic Americans, Native Americans, and Eskimos. At the end of each contract year, Contractor is to annually report to the District, any sub-contractor that is a certified minority business and the monetary amount paid to that firm.

15. ***Non-Appropriations:*** Any contract entered into by the District or its departments, employees or agents resulting from this RFQ/IFB/RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

16. ***Offeror Responsibility:*** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFQ/IFB/RFP. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFQ/IFB/RFP or contract.

17. ***Packaging and Delivery:*** All Shipments shall be FOB destination, freight prepaid, to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate, must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.

18. ***Delivery Time:*** A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the District and the successful bidder within five (5) working days after the date of award.

19. ***Delivery Conditions:*** Deliveries shall be made to each school in the District on a regularly scheduled basis every week, Monday through Friday, except school holidays and closing days (due to inclement weather). All schedules for deliveries will remain constant throughout the duration of the contract. Any changes to the schedule must be mutually agreed upon by the successful bidder and the District.

20. ***Holiday Deliveries:*** "Holidays" shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the District and the successful contractor.

    Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage.

    Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

21. ***Protection of Existing Vegetation, Structures, Equipment, Utilities, And Improvements:*** The Contractor shall preserve and protect all structures, equipment, and vegetation (such as grass, trees, and shrubs) on or adjacent to the work site, which is not to be removed and which does not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees broken during contract performance, or by any careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with tree pruning compound as directed by the District representative(s).

The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are known to or should be known by the Contractor. The Contractor shall repair any damages to those facilities, including those that are the property of a third party resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damaged property, the District representative(s) may recommend that the necessary work be performed and charge the cost to the Contractor.

22. ***Quality of Product:*** (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this RFQ/IFB/RFP shall be new and of first quality.

Right to Protest-Solicitation: Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Director of Procurement within fifteen (15) days of the date of issuance of the RFQ/IFB/RFP or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Any protest must be addressed to the Director of Procurement, Bamberg County School District, and submitted in writing (a) by email to dfurr@bambergschools.org (b) by facsimile at 803-245-3056, or (c) post or delivery to 3830 Faust Street, Bamberg SC, 29003.

23. Any actual proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Chief Procurement Officer within ten (10) days of the date the notification of award is posted. Shall not apply to small purchases (under $50,000 in actual or potential value).

24. ***Save Harmless:*** (This clause does not apply to solicitations for service requirements). The successful proposer shall indemnify and save harmless the District, all officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent trade mark, or copyright. Proposer shall have no liability to the District if such patent, trademark or copyright infringement or claim is based upon the Proposer's use of material furnished to the Proposer by the District.

25. ***Subcontractors:*** Any bidder in response to this RFQ/IFB/RFP shall set forth in his quote/bid/proposal the name of each subcontractor. If the bidder determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor and if the proposer is qualified to perform such work under the terms of the RFQ/IFB/RFP, the proposer shall list himself in the appropriate place in his quote/bid/proposal and not subcontract any of that work except with the approval of the District for good cause shown.

    If you intend to subcontract with another business for any portion of the work and that portion exceeds 3% of your price, your offer must identify that business and the portion of work which they are to perform.

    Submission of Data: Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this Quote/bid/proposal and proposes to satisfy the requirements of this solicitation and fulfillment of a contract. The contractor shall maintain during the entire period of his performance under this contract, the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against Bamberg County School District.

    Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days' advance written notice to the District. Failure to replace any canceled insurance shall be deemed a breach of contract by the contractor.

26. ***Substitutions:*** Deliveries shall be made as ordered. Unauthorized substitutions and deviations from stated orders are prohibited.

27. ***Termination:*** Subject to the Provision below, the contract may be terminated by the District providing a thirty (30) day advance notice in writing is given to the contractor.

28. ***Termination for Cause:*** Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

    The District may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension.

29. ***Unit Price Governing:*** Unit prices will govern over extended prices unless otherwise stated in the RFQ/IFB.

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I. Scope of Solicitation
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I. SCOPE OF SOLICITATION

The Bamberg County School District Board of Trustees seeks proposals from qualified attorneys to serve as the School Board Attorney. The School Board Attorney reports to the School Board. The position involves the delivery of high-quality legal services to the School Board and the school district. The work involves the provision of legal advice and counsel as it relates to matters of the school district offering a full range of legal services to be expected by a diverse public school system. The School Board Attorney is appointed by, and is directly responsible to, the School Board and also works closely with the Superintendent and administrative staff.

GENERAL INFORMATION: Bamberg County is located in the Central Savannah River Area (CSRA) of South Carolina. The Bamberg County School District is currently serving approximately 1781 students ranging from pre-school to high school. The District currently operates 6 schools (2 elementary; 2 middle; and 2 high schools). The Bamberg County School District has approximately 350 full-time employees. The District has a nine-member Board of Trustees dedicated to govern the District, and insure quality and equal education opportunities to all the citizens they service. The Bamberg County Board of School Trustees has decision-making authority, and primary accountability for fiscal matters. Additional information about the District is posted on the District's website: www.bambergschools.org.

Right to Protest-Award: Any prospective proposer, offeror, contractor, or subcontractor who is aggrieved in connection with an award or intended award of a contract must file an intent to protest within seven (7) business days to the Director of Procurement. The actual protest must be filed within fifteen (15) calendar days of the award or intended award. Any protest must be addressed to the Director of Procurement, Bamberg County School District, and submitted in writing (a) by email to dfurr@bambergschools.org (b) by facsimile at 803-2453056, or (c) post or delivery to 3830 Faust Street, Bamberg SC, 29003.

This Request for Proposal (RFP) does not commit the District to award a contract for services or to pay any costs incurred in the preparation of any documents or any pre-contract expenses. In the event that the District elects to negotiate a contract with the successful respondent(s), any contract shall contain at a minimum the terms and conditions as hereinafter stated. The District reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time.

II. ELIGIBILITY

1. Minimum qualifications include: a law degree from an accredited law school; admitted to the South Carolina Bar; five (5) years of experience in the practice of law; demonstrated skill and experience in school and government law. Preferred qualifications include: admitted to, or eligible for admission to, the trial bar of the United States District Court for the District of South Carolina and the Fourth Court of Appeals and experience in and knowledge of laws applicable to the primary practice area for which these services are being retained and laws applicable to K-12 school districts.

2. The Proposer must demonstrate an ability to meet the minimum performance criteria listed below:

• General knowledge of school board policies and state, federal, and administrative laws relating to the areas of school and government law.
• General knowledge of judicial proceedings, rules of evidence, and methods of legal research.
• General knowledge of local government law.
• Skills in conducting research on complex legal matters and preparing sound legal opinions.
• Ability to interpret and apply legal principles and precedents in resolving complex legal problems.
• Ability to communicate clearly and concisely, orally and in writing.
• Ability to participate in the preparation and presentation of civil litigation matters before County, State and Federal Courts.
• Ability to establish and maintain effective working relationships with public officials, management, staff, subordinates, and the general public.
• Proven record of excellence in legal counseling and advising governmental entities.
• Proven experience in structuring, negotiating, and drafting documentation for complex transactions.
• Experience with South Carolina school laws, including general knowledge of South Carolina Department of Education regulations.
• Broad breadth of legal experience and/or able to surround oneself with counsel to handle complex matters in such areas as: Contract law, Constitutional law, Civil rights law, Local government agency laws, Government contracts procurement process, Public records laws, Labor/employment law, Real estate/construction law.

III. SCOPE OF WORK

The School Board Attorney shall be required to perform all legal services for the School Board and district on an as-needed basis, to include, but not be limited to: Provide legal research and/or advisory opinions as needed; Attend meetings of the School Board as directed; Be readily available for meetings with the Superintendent, representatives of the School Board or district staff upon request; Advise the School Board and district of changes in state and federal law and regulations, as well as court decisions, which will impact the district; Review and provide advice regarding legal notices, resolutions, Board policies and matters of district governance; Provide advice and counsel on all matters related to general education of students, including discipline, attendance, adherence to rules and regulations, etc.; Provide assurance statements as required for financial audits, bonding matters and grant compliance; Fulfill other duties of general counsel as are commonly accepted and assigned; Represent the School Board and district in litigated matters; Advise the Board and administration on legal matters with respect to labor relations and personnel administration; Review grievances with the administration and assist in writing administrative responses to the same; Advise the Board on employment, employee discipline, seniority, tenure and other personnel administration matters; Review special education student issues, including IEP and placement items; Represent the district with parent advocates and attorneys, including mediation and all phases of due process court proceedings; Review special education contracts; Provide consultation on all special education student matters; Advise the Board and district with regard to Freedom of Information Act requests, subpoenas, and search warrants; Conduct in-service programs on specified legal issues for appropriate staff members, upon request; and Advise on any additional matters as directed by the School Board.

IV: EVALUATION OF PROPOSALS

All responsive proposals meeting the eligibility requirements defined herein shall be evaluated by the School Board. The selection will be based on the following:

• Demonstrated capabilities to perform the required services
• Past record and experience
• References
• Fee structure

• Interview/Board Presentation

CRITERIA	RANKING
Demonstrated capabilities to perform the required services	40
Past record and experience	25
References	15
Fee structure	10
Interview/Board Presentation (10-15 minutes)	10

V: GENERAL REQUIREMENTS

1. Waiver and/or Rejection: The School Board reserves the right to reject any and all proposals in whole or in part, with or without cause, and to accept proposals, if any, which in its judgment will be in its best interest. The School Board will also have the option, should no RFP submittal meet its criteria, to reinitiate the application process, or seek other means to secure he services.
2. Addenda to This Request: If addenda are issued to this request, changes will be announced and posted on the district's website. Prior to submitting the proposal, it shall be the sole responsibility of each proposer to contact the district at the address or website described above of this request to determine if addenda were issued and, if so, to obtain such addenda.
3. Cancellation: The School Board may, during the contract period, terminate or cancel the services covered in this RFP with or without cause upon thirty (30) days written notice to the successful proposer.
4. Information Not in RFP: No verbal or written information that is obtained other than by information in this document or addendum to this RFP shall be binding on the School Board.
5. Preparation Cost of Proposal: The School Board will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.
6. Proposal Public Record: Proposer acknowledges that all information contained within their proposal is public record subject to the SC FOIA.
7. Conflict of Interest: All proposers must disclose with their proposal the name of any employee, officer, director, or agent who is also an employee of the Bamberg County School District.
8. Unrequested Solicitation. Any solicitation of Board Members, the Superintendent, or any other employee of the district by the proposer may result in this proposal being denied consideration.

VI: INFORMATION TO BE INCLUDED IN THE PROPOSAL

In order to maintain comparability and to enhance the review process, it is requested that Proposals are organized in the manner prescribed below.

1. TITLE PAGE: Show the RFP number and subject, the name of the proposer, local address, telephone number, name of contact person, and the date.

2. TABLE OF CONTENTS: Include a clear identification of the material by section and page number.

3. LETTER OF TRANSMITTAL: Limit to one or two pages:
   a. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.
   b. Give names of the persons who will be authorized to make representations for the proposer, their titles, and telephone numbers.
   c. Give the attorney's South Carolina Bar Number. If the Proposer is a firm, the Bar Number for each individual attorney must be listed.

4. PAST RECORD AND EXPERIENCE

a. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
c. Describe the attorney's or firm's experience in South Carolina school board attorney law.
d. Describe any disciplinary action taken against the attorney, firm or individual associated with the firm by the South Carolina Bar.
e. Give the names and addresses of representatives of up to three (3) school boards or other agencies for whom similar services have been performed within the last five (5) years and the date and the specific service rendered in each case. (Note: these individuals may be contracted for references.)
f. Professional resume of lead attorney to be assigned to School Board, including past employment history.

VII: PROPOSED CALENDAR

RFQ ESTIMATED CALENDAR	DATES
Issuance of Invitation to Bid	March 3, 2026
Deadline for Questions	March 17, 2026 by 2:00 p.m.
Deadline to Submit Proposal (New offerors only)	March 24, 2026 by 11:00 a.m.
Deadline for email notification-previous offerors	March 24, 2026 by 11:00 a..m.
Date for Interviews/Presentations	
Anticipated Date of Notice(s) of Intent to Award	April 14, 2026

OFFEROR'S NAME: _____

VIII. ATTACHMENTS TO SOLICITATION

A. Offeror's Checklist
B. Minority Participation Affidavit

ATTACHMENT A

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES

Web site:

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

☐ COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS

☐ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS

☐ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES

☐ REREAD YOUR ENTIRE PROPOSALTO MAKE SURE YOUR PROPASAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS

☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED

☐ MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE

☐ MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE

☐ MAKE SURE YOUR PROPOSAL INCLUDES THE CORRECT NUMBER OF COPIES REQUESTED

☐ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED

☐ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE IN YOUR RESPONSE. **AFTER OPENING, IT IS TOO LATE. IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS. PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

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

You do not need to return this checklist with your response.

IX: MINORITY PARTICIPATION AFFIDAVIT

Minority Participation Affidavit

- Is the bidder a South Carolina Certified Minority Business? (Yes) _____ (No) _____
- Is the bidder a Minority Business certified by another governmental entity? (Yes) _____ (No) _____
- If so, please list the certifying governmental entity: _____

_____

- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) _____ (No) _____
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

_____ Traditional minority
_____ Traditional minority, but female
_____ Women (Caucasian females)
_____ Hispanic minorities
_____ Temporary certification
_____ Other minorities (Native American, Asian, etc.)

Note: *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*