



Solicitation Number: 052026001  
 Date Issued: May 1, 2026  
 Procurement Officer: Chris Benfield  
 Phone: 864-476-3186  
 E-Mail: [jtalanges@spartanburg4.org](mailto:jtalanges@spartanburg4.org)

**REQUEST FOR PROPOSAL**

DESCRIPTION: **Student Fee Payment Software**

*The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.*

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

**MAILING ADDRESS:** Spartanburg County  
 School District 4 Administrative Office  
 Attn: James Talanges  
 118 McEdco Road  
 Woodruff, S.C. 2.9388

**PHYSICAL ADDRESS:** Spartanburg County  
 School District 4 Administrative Office  
 Attn: James Talanges  
 118 McEdco Road  
 Woodruff, S.C. 2.9388

SUBMIT OFFER BY: **May 19<sup>th</sup> 2026, at 2:00pm**

(Please direct questions to James Talanges, [jtalanges@spartanburg4.org](mailto:jtalanges@spartanburg4.org))

NUMBER OF COPIES TO BE SUBMITTED: **Three (3) original copies and one (1) redacted copy**

CONFERENCE TYPE: Not applicable  
 DATE&TIME:

LOCATION:  
 118 McEdco Road  
 Woodruff, S.C. 2.9388

AWARD&  
 AMENDMENTS

The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <https://www.spartanburg4.org/>

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)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE  
 Person must be authorized to submit binding offer to contract on behalf of Offeror.

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

TITLE  
 (business title of person signing above)

PRINTED NAME  
 (printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION  
 (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)  
 Sole Proprietorship       Partnership       Other \_\_\_\_\_  
 Corporate entity (not tax-exempt)       Corporation (tax-exempt)       Government entity (federal, state, or local)

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.)  <hr/> Area Code - Number - Extension                      Facsimile  <hr/> E-mail Address
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<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.)  <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address(check <b>only one</b> )	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent)  <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check <b>only one</b> )
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**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue

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

<b>DISCOUNT FOR PROMPT PAYMENT</b>	JO Calendar Days(%)	20 Calendar Days(%)	30 Calendar Days(%)	_ Calendar Days(%)
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<b>MINORITY PARTICIPATION</b>
Are you a South Carolina Certified Minority Vendor? <b>Yes</b> _____ <b>No</b> _____  If yes, South Carolina Certification# _____

Spartanburg County School District Four will accept proposals from qualified vendors to provide Student Fee Payment Software.

**All Offerors must submit three (3) original copies of their proposal and one (1) redacted copy.**

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original and (ii) show the empty space from which information was redacted.

**Proposals will be accepted until May 19, 2025 at 2:00pm**

At that time, each Bid will be opened and the proposers name read aloud. No other information will be announced at that time.

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.

**LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

*Sealed bids may be mailed or hand-delivered to:*

Spartanburg County School District 4 Administrative Office  
118 McEdco Road  
Woodruff, S.C. 29388

***"Student Fee Payment Software"***  
**Attn: James Talanges**  
**Technology**

## I. SCOPE OF THE SOLICITATION

Spartanburg County School District Four (SCSD4) is seeking proposals from qualified vendors to provide Student Fee Payment Software for the following schools.

- Woodruff Primary, Woodruff Elementary, Woodruff Intermediate, Woodruff Middle, and Woodruff High School.

### Background Information

**Spartanburg County School District Four** (SCSD4) is one of seven districts within Spartanburg County. The district operates (1) Primary school, (1) Elementary school, (1) Intermediate school, (1) Middle school and (1) High School campus. Approximate enrollment of 3000 students.

## II. INSTRUCTIONS TO OFFERORS - GENERAL INSTRUCTIONS

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

Spartanburg County School District Four 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.

**Addenda:** Addenda shall be issued prior to the bid submittal date and time for the purposes of modifying or interpreting the proposal instructions through additions, deletions, clarifications, or corrections.

**Background Checks** The Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.

All costs associated with these criminal background checks are the responsibility of the contractor. The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

Any individual with the following criminal convictions or pending charges will not be permitted on any school project or property.

1. Rape or Criminal Sexual Conduct
2. Child Molestation or Abuse
3. Any Sexually Oriented Crime
4. Drugs: Felony use, possession or distribution.
5. Violent crimes
6. Robbery
- 7.

Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be not be permitted on the Project Site or the Owner's property.

The Owner may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

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

**Confidentiality:** Ownership of all data, material and documentation originated and prepared pursuant to this bid 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 proposals 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 proposals remain confidential must visibly mark as "Confidential" each page of the proposal they consider to contain proprietary information.

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

**Correction of Errors on the Proposal Form:** 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. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

**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.

**Subcontracting:** If any part of the work covered by this bid is to be subcontracted, the Bidder shall identify the subcontracting organization and the contractual arrangements made therewith. The District must approve all subcontractors. The successful Bidder will also furnish the corporate or company name and the names of any subcontractors engaged by the Bidder. If at the time of the proposal, it is the intent of the Bidder to subcontract any part of the work, the area(s) to be subcontracted should be detailed in the proposal. The subcontractor's qualifications to perform along with three references must be submitted.

***Unlawful Acts:*** The District interprets a signed proposal as signifying that the accompanying 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 proposal response cannot be withdrawn after it is filed, unless the respondent makes a written request to the Purchasing Agent prior to the last date and time set for receipt of the proposal responses. If the District fails to accept the response or award a contract within 30 (thirty) days after the proposal opening date, the respondent must inform the District, in writing, that they do not wish for their response to continue to be considered.

***District or School 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.

***Drug-free Workplace:*** By signing and submitting a bid, a Bidder 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).

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

***Non-Appropriations:*** Any contract entered into by the District or its departments, employees or agents resulting from this Request for Proposal 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.

***Right to Protest:*** Any prospective Bidder or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Agent within fifteen days of the date of issuance of the invitation for Bid or other solicitation documents whichever is applicable or any amendment thereto, if the amendment is at issue. Note: Does not apply to small purchases (less than \$50,000. in actual or potential value).

***Contract Violation:*** During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

***Disclosure of Conflicts of Interest or Unfair Competitive Advantage:*** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise

from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any service 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.

***Ethics Certificate:*** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district 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.

***Open Trade Representation:*** By submitting an Offer, Offeror represents that the 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 SC Code Section 11-35-5300.

***Prohibition Against Conflicts of Interests, Gratuities and Kickbacks:*** "Any employee or any official of the school 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 school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

### III. SCOPE OF WORK/ SPECIFICATIONS

It is the intent of Spartanburg School District 4 (hereinafter referred to as the "District") to solicit bids for a Student Fee Payment Software for Woodruff High School.

#### A. Functional Requirements & Payment Processing

The Solution shall provide a comprehensive fee payment platform that includes, at a minimum, the following capabilities:

1. **Multi-Channel Payments:** Facilitate in-person and electronic payments initiated by parents or District personnel for all fee types (e.g., Pupil, yearbooks, clubs, parking, exams, and ad-hoc fees).
2. **Point of Sale (POS) & Events:** Provide POS capabilities for District-led events (sports, theater, fundraisers, registration fees).
3. **Transaction Management:**
  - o Group multiple student fees into a single parent transaction and sync the transaction with PowerSchool SIS.
  - o Capture and identify the specific District personnel processing each transaction.
  - o Support online and brick-and-mortar school stores.
4. **Fee Customization:** Ability to waive, prorate, or reduce fees.
  - o Incur fines for damaged or lost District assets (textbooks, computing devices).
  - o Allow parents to authorize the transfer of excess funds between chargeable accounts.
5. **Privacy & Equity:** Ensure student "Free/Reduced" status is never visible on printed or electronic media.
6. **Public Donations:** Provide a public-facing portal for general financial donations to the district.
7. **Form Integration:** Allow District personnel to create and modify required forms (e.g., field trip permissions) to be completed by parents during the payment process.

#### B. Systems Integration & Data Synchronization

The Solution must maintain seamless connectivity with the existing District infrastructure:

1. **SIS Integration:** Bidirectional, high-speed sync with the District Student Information System (SIS), including data feeds for students, parents, and staff. The system must maintain performance during high-demand periods (e.g., fall registration). The District currently uses PowerSchool.
2. **ERP & Financial Integration:** Integrate via API or file export/import with the District's financial/ERP system (Smart Fusion).

- o Map every fee type to the district accounting code structure: XXX-XXX-XXX-XXXX-XX
3. **Automated Reporting:** Generate daily bank deposit manifests by location and batch using District-specified naming conventions.

### C. User Experience & Accessibility

1. **Parent Portal:** A dedicated portal accessible during yearly registration and throughout the school year.
2. **Multilingual Support:** All incoming and outgoing messages must be translatable into District-used languages, including but not limited to: Spanish, Gujarati, Mandarin, Telugu, Vietnamese, Arabic, Portuguese, Mam, Russian, and Tamil.
3. **Cross-Platform Compatibility:** Fully functional on all modern web browsers and scalable for mobile/tablet screens.
4. **Accessibility:** Fully compatible with assistive and adaptive technologies (ADA compliance).
5. **History & Receipts:** Allow users (parents, students, staff) to view, export, or print payment histories. The ability to generate charges that do not appear on itemized receipts when necessary.

### D. Reporting & Analytics

The Solution shall provide robust reporting features, including:

1. **Financial Reporting:** Filterable by location, date/date range, student, account number, or fees paid.
2. **Outstanding Balances:** Comprehensive reporting on unpaid or late payments.
3. **Accounting Reports:** Reports organized by District accounting codes.

### E. Data Protection, Security, & Authentication

1. **Encryption:** All data must be encrypted at rest and in transit.
2. **Compliance:** Must maintain full compliance with **FERPA, COPPA, CIPA, and PPRA.**
3. **Secure Document Delivery:** Capability to send encrypted documents (e.g., report cards) where only the sender and recipient can view the content.
4. **Authentication:** Support for standard SSO (Single Sign-On) and modern authentication methods.
5. **Access Control:** Granular permissions to restrict system and data access by individual or school site.

### F. Implementation, Training, & Support

1. **Implementation:** Provide a dedicated Project Manager and a formal project plan including weekly meetings, status reports, and deliverable-based milestones.

2. **Data Migration:** Import all current outstanding District student fees during the implementation phase.
3. **Technical Support:** 24/7/365 technical support for the District.
  - o Dedicated support for parents and guardians.
  - o A support portal for at least 10 District power users to track cases.
4. **Training:**
  - o Initial on-site onboarding for at least 15 designated staff members.
  - o Ongoing online training for stakeholders (Principals, IT, Finance, etc.).
  - o Formal designation of principal contacts for both the District and Contractor within 30 days of contract start.

#### **IV. ARRANGEMENT OF PROPOSAL**

In order to ensure a uniform review and evaluation process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below.

##### **Technical Proposal**

###### **1. Signed Cover Pages**

Include the signed Cover Pages 1 and 2 as provided in this RFP.

###### **2. Executive Summary**

Provide a one-page summary that concisely highlights the key components of your proposal.

This section must include:

- A high-level overview of the firm's value proposition.
- Designation of a primary point of contact (name, phone number, and email) for the duration of the procurement process.

###### **3. Qualifications and Expertise**

Provide a comprehensive overview of your firm's ability to deliver the requested services, including:

- **Company Profile:** A brief history of the organization, including years in business, office locations, total employee count, and primary client base.
- **Relevant Experience:** A detailed description of your experience providing fee payment solutions. Specifically highlight work performed for **South Carolina public school districts** or similar public sector entities.
- **Project Team:** A narrative or organizational chart identifying key personnel, their specific roles in this project, and their relevant credentials.
- **Competitive Advantage:** A brief statement explaining the unique benefits and advantages the District will realize by selecting your firm.

###### **4. References**

Provide a minimum of **three (3) professional references** for whom you have performed similar work. For each reference, include:

- Organization name and contact information (phone and email).
- A brief description of the scope of work and the duration of the engagement.

## 5. Technical Approach and Implementation

Outline your strategy for a successful partnership, including:

- **Implementation Schedule:** A tentative project timeline assuming a software go-live date of **July 1, 2026**.
- **Software Roadmap:** A high-level summary of your product's vision, strategic objectives, and planned future enhancements.
- **Required Agreements:** Provide samples of your Software Licensing/SaaS Agreement and Service Level Agreement (SLA). **Note:** All such documents must be clearly watermarked or labeled as "Sample."

## 6. Appendix

- Attachment A
- W9

### **Pricing Proposal (separate envelope)**

**Pricing Requirements and Total Cost of Ownership (TCO)** Offerors must submit a comprehensive Total Cost of Ownership (TCO) encompassing all work defined within this RFP. The TCO must reflect the initial contract term plus all optional renewal years, totaling a potential five-year period.

Submissions must state a **Total Fixed Cost** for the full duration of a 1-year contract. This figure must represent the sum of all associated expenses, ensuring no additional costs are required to fulfill the proposed services.

**Required Cost Breakdown:** To ensure a transparent evaluation, offerors must provide a line-item breakdown of the following:

- Licensing fees
- Implementation and deployment costs
- Training and onboarding expenses
- Ongoing support and maintenance fees
- Hourly rates for ad-hoc professional services

*Failure to provide a detailed cost breakdown may result in the proposal being deemed non-responsive.*

## V. QUALIFICATIONS

**Qualification of Offeror:** (1) To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's 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.

## VI. AWARD CRITERIA

Upon receipt of all proposals, by the date and time specified in the RFP, the Procurement Officer shall review all proposals for responsiveness to the proposal instructions. The District shall retain the right to consider any proposal as non-responsive based solely on its judgment that the proposal does not satisfactorily meet the criteria of the proposal instructions or the District's Procurement Code. Those proposals found to be responsive shall be further evaluated by an evaluation committee and formally scored and ranked prior to the District making a selection.

The following matrix will be applied when evaluating proposal responses.

General Requirements	40 points
Qualifications/Experience	20 points
Pricing	20 points
References	20 points

Offerors shall be ranked from highest to lowest total point scores. Depending on the responses, the District may elect to make an award, or awards, solely based on the ranking, however, the District reserves the right to negotiate with the highest ranked firm, or firms, to ensure the awarded contract is in the District's best interests. If necessary, negotiations shall commence with the Offeror receiving the highest total score and shall proceed down the rankings until the District has successfully negotiated the fees and contract terms with as many Offerors as the District wishes to award or until the District determines that no satisfactory contract can be negotiated.

An award resulting from this solicitation will be for one (1) year from the date of award with the option to renew each year for each of four (4) additional one-year periods if agreed to by the successful bidder(s) and the District. The total contract may be in effect for five (5) years unless terminated by the District.

## VIIA - TERMS AND CONDITIONS - A. GENERAL

***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.

***Payments:*** Payment must be made to the successful contractor no later than thirty (30) days after the completion of the project.

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

The District reserves the right to require supporting documentation from a disinterested third party as to increases in costs for the service(s) and/or product(s) in question. The District will determine the adequacy and acceptability of submitted documentation and request for price increases.

**Termination:** Subject to the Provisions below, the contract may be terminated for any reason by the District provided a thirty (30) day advance notice in writing is given to the Vendor.

1. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

2. Termination for Cause

Termination by the District for cause, default or negligence on the part of the Vendor 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 proposal shall apply. The District may, by written notice of default to the Vendor, terminate this contract in whole or in part if the Vendor fails to deliver supplies or to perform the services within the specified time in this contract or any extensions.

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

## **VIII - TERMS AND CONDITIONS - B. SPECIAL**

**Governing Laws:** All proposal documents submitted in response to this solicitation are governed under the laws of the State of South Carolina.

**South Carolina Law:** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and the process of the courts of the contract and the performance thereof, including any questions as to the liability for taxes, license, or fees levied by the state.

**Contractor's Liability Insurance Requirements:**

- a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance

of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

- b) Coverage shall be at least as broad as:
- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.
  - b. Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - d. Errors and Omissions: \$20,000,000
- c) The District, and its officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
- e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
- h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or

retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Debarment and Suspension:*** The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of South Carolina. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

***Illegal Immigration:*** The South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law. The Contractor must agree to provide any documentation required to establish the applicability of those provisions of the Act and to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. The Contractor must also agree to include language in any contracts with its subcontractors and sub-subcontractors requiring them to also comply with the applicable provisions of this Act. (Compliance Agreement attachment, p. 18)

***Licenses & 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 resulting contract.

***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).

***Information Security- Definitions:*** The following definitions are used in those clauses that cross-reference this clause.

**Compromise** - means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** - means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**District Information** - means information (i) provided to Contractor by, or generated by Contractor for, the District or (ii) acquired or accessed by contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.

**Information** - means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information System** - means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public Information** - means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** - means any computer program accessed or used by the District or a third party pursuant to or as a result of this contract.

**Third Party** - means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

**Unrestricted Information** - means:

- 1) public information acquired other than through performance of the work,
- 2) information acquired by Contractor prior to contract formation,
- 3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and
- 4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

**Web-based Service** - means a service accessed over the internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including, without limitation, cloud services, software-as-a-service, and hosted computer services.

***Information Security-Safeguarding Requirements:*** (a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. In addition, as used in this clause, Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods. Intrusion means an unauthorized act of bypassing the security mechanisms of a system. Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system. Safeguarding means measures or controls that are prescribed to protect information. Voice means all oral information, regardless of transmission protocol. (b) Safeguarding Information. Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the District information in its possession. In addition, the contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability. (c) Safeguarding requirements and procedures. Contractor shall apply the following basic safeguarding requirements to protect District information from unauthorized access and disclosure: (1) Protecting information on public computers or Web sites: Do not process District information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. District information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security

technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts). 43 (2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain District information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment. (3) Transmitting voice and fax information. Transmit District information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients. (4) Physical and electronic barriers. Protect District information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control. (5) Sanitization. At a minimum, clear information on media that have been used to process District information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf). (6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise: (i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware. (ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes. (7) Transfer limitations. Transfer District information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause. (d) Subcontracts. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to District information. (e) Other contractual requirements regarding the safeguarding of information. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems.

***Information Security - Location of Data:*** Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing District information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier.

***Information Use and Disclosure:*** Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the District in order to access services provided by the District and such information should be used by those engaged by the District only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of District information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for District information. (a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security - Definitions. (b) Legal mandates. Contractor shall be permitted to use, disclose, or retain District information to the limited extent necessary to comply with any requirement imposed on Contractor by the District.

**ATTACHMENT A**

**SPARTANBURG COUNTY SCHOOL DISTRICT6  
South Carolina Illegal Immigration Reform Act**

**Compliance Agreement**

The new South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008) provides that a public employer may not enter into a "services contract" with a contractor (or subcontractor or sub-subcontractor) for the performance of services within South Carolina unless the contractor agrees to comply with the requirements of the law.

By signing this Agreement with Spartanburg County School District 4, the contractor certifies that it will comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008). Furthermore, the contractor agrees to provide any documentation required to establish the applicability of those provisions of the Act to the contractor, its subcontractors, and sub-subcontractors, as well as any documentation required to establish compliance with those provisions of the Act by the contractor, its subcontractors, and sub-subcontractors. Finally, the contractor agrees to include in any contracts with its subcontractors and sub-subcontractors language requiring those contractors to also comply with the applicable provisions of this Act.

I hereby agree to comply with all applicable provisions of the South Carolina Illegal Immigration Reform Act (Act No. 280 of 2008; Title 8 Chapter 14 of the S.C. Code Annotated).

Company Name:

Address:

Name:

Signature:

Date: