INVITATION FOR PROFESSIONAL SERVICES

AGENCY: Richland County School District One

PROJECT NAME: Central Kitchen Feasibility Study and (Optional) Design

PROJECT NUMBER: RFQ 2026-018

PROJECT LOCATION: Richland County School District One Central Kitchen 1224 Whitney St Columbia, SC 29201

DESCRIPTION OF PROJECT: Study to assess the current infrastructure, workflows, capacity, and compliance with health and safety standards to provide a roadmap for future improvements, renovations to enhance operational efficiency, and meet future demand. Compare renovation costs to new construction costs. Optional design work following study.

RESUME DEADLINE
DATE: JULY 7, 2026 **TIME:** 2:00 PM **NO. OF COPIES:** Printed: 1 Electronic: 1

ANTICIPATED PROJECT DELIVERY METHOD: Design-Bid-Build ■ CM-R ☐ N/A ☐

AGENCY PROJECT COORDINATOR: Brittany Green (Procurement), O'Bryan Dais (Project Manager)

EMAIL: Brittany.Green@richlandone.org

TELEPHONE: 803-231-7052

Richland County School District One (the "District") requests qualifications from firms interested in providing professional services for the project listed above. Any questions concerning this solicitation must be addressed to the Agency Project Coordinator listed above.

RESUME DELIVERY ADDRESSES:

HAND-DELIVERY:
Attn: Brittany Green
201 Park St, Procurement Services 209
Columbia, SC 29201

MAIL SERVICE:
Attn: Brittany Green
201 Park St, Procurement Services 209
Columbia, SC 29201

DESCRIPTION OF PROFESSIONAL SERVICES ANTICIPATED FOR PROJECT: See Scope of Work attachment

ANTICIPATED CONSTRUCTION COST RANGE: $** to **$ **N/A** ■

- **INTERESTED FIRMS SHOULD SUBMIT THE FOLLOWING:**
  1. A Current STANDARD FEDERAL FORM 330;
  2. The Name and Contact Information, including Email, of a Primary Contact;
  3. A Certification stating whether the Firm is a Resident of South Carolina (See SC Code §11-35-3215); and
  4. Response to Selection Criteria set forth in SC Code §11-35-3220.
- **PUBLIC NOTICES:** All notices (Meetings, Selection for Interviews, Notice of Intent to Award) shall be posted at the following location: Home - Richland School District One

- **LICENSURE:** To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of Title 40 of the SC Code of Laws, as amended, at the time of resume submission.
- To submit confidential information, see Appendix I, OSE Manual, https://procurement.sc.gov/manual.
- All written communications with parties submitting information will be via email.
- Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with this solicitation or the intended award or award of a contract under this solicitation may protest to the Chief Procurement Officer in accordance with § 11-35-4210 at: CPO, Richland County School District One Procurement Services, 201 Park St Columbia, SC 29201.

RICHLAND ONE ENGAGE • EDUCATE • EMPOWER	**Richland County School District One** **REQUEST FOR QUALIFICATIONS** **Professional Design Services**	**Solicitation Number** **Date Issued** **Procurement Officer** **Phone** **E-mail Address**	**RFQ 2026-018** **June 23, 2026** **Brittany Green** **803-231-7052** **Brittany.green@richlandone.org**

DESCRIPTION: "**Provide Professional Services: Feasibility and Design Services"**

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

SUBMIT OFFER BY (Opening Date/Time):	**JULY 7, 2026 / 2:00 PM Eastern**
OFFERORS MAY ATTEND OPENING:	**JULY 7, 2026 / 2:00 PM Eastern**
NUMBER OF COPIES TO BE SUBMITTED:	**One (1) Original Signed, and One (1) USB/Electronic Copy (**PDF Format)
QUESTIONS MUST BE RECEIVED BY:	**July 1, 2026 / 5:00 PM (ET) via email to** Brittany.green@richlandone.org

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

SUBMIT SEALED OFFER TO THE FOLLOWING ADDRESS:

Procurement Services
201 Park Street
Room 209
Columbia, S. C. 29201

CONFERENCE TYPE: PRE-BID MEETING **DATE / TIME:** JUNE 30, 2026 @ 10:00 AM As appropriate, see "Conference – Pre-Bid/Proposal" & "Site Visit" provisions	**LOCATION: CENTRAL KITCHEN** 1224 WHITNEY ST., COLUMBIA, SC 29201

AWARD& AMENDMENTS	This solicitation, any amendments and award, will be posted at the following web address: www.richlandone.org/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 ☐ Women ☐ Minority ☐ Other _____ (See provision entitled "Signing Your Offer")
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)	

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 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. (See "Taxpayer Identification Number" provision)

COVER PAGE (December 2017)

PAGE TWO
(Return Page Two with your Offer)

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

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
☐ Payment Address same as Home Office Address ☐ Payment Address same as Notice Address (check only one)	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)

ACKNOWLEDGEMENT OF AMENDMENTS

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

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

PAGE TWO (December 2017) ****End of Page Two****

SOLICITATION OUTLINE

I. SCOPE OF SOLICITATION

II. INSTRUCTIONS TO OFFERORS

- **A. GENERAL INSTRUCTIONS**
- **B. SPECIAL INSTRUCTIONS**

III. SCOPE OF SERVICES / SPECIFICATIONS

IV. INFORMATION FOR OFFERORS TO SUBMIT

V. QUALIFICATIONS

VI. AWARD CRITERIA

VII. TERMS AND CONDITIONS

- **A. GENERAL**
- **B. SPECIAL-FEDERAL REGULATIONS**

VIII. FEE SCHEDULE

IX. APPENDIX TO SOLICITATION

***

I. PURPOSE FOR SOLICITATION

The Request for Qualifications (RFQ) objective is to qualify a firm to provide professional design services related to a Phase One feasibility study with the optional Phase Two to complete full design drawings.

MAXIMUM CONTRACT PERIOD – ESTIMATED:

Start Date: July 15, 2026 End Date: September 15, 2027.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

About Richland County School District One

Richland County School District One. Ideally located in the center of the Palmetto State and just a short drive from the mountains and the beaches, Richland One is great place to learn, live, work and play.
Our District covers 482 square miles and encompasses urban, suburban and rural neighborhoods in Columbia, South Carolina's capital city. With more than 21,000 students enrolled, Richland One is the state's sixth-largest school district.

Recognizing that our students learn in different ways and have different interests, we offer an exciting and challenging array of educational opportunities that include Montessori programs, International Baccalaureate programs, visual and performing arts, foreign language, advanced academic programs, robotics and aerospace education. Many of our programs serve as models for others across the state and nation.
Richland One's long-standing tradition of excellence dates to the District's earliest beginnings in the late-1800s. Year after year, our graduates leave our schools and go on to attend some of the nation's most prestigious colleges and universities. The Richland One Class of 2023 received more than $77 million in scholarships.

Our community consistently shows its commitment to nurturing educational excellence. Just walk into any of our schools and you'll see evidence of the vigorous community support that our district enjoys. Thanks to Richland One voters, our students go to school in state-of-the-art facilities built new or renovated through our Schools for the 21st Century bond construction program. Community members from all walks of life - parents, retirees, elected officials, college students, business people, military, faith-based organizations - also share their time and talents every day by serving as volunteers in our schools.
Richland One is more than just a school district. We are a community of learners with one vision, one mission and one common purpose - providing all of our students with a high-quality education.

II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (Modified)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND WILL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS APPLY TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

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

BOARD means the Richland County School District One Board of School Commissioners or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor.

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

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

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the Richland County School District One

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

AMENDMENTS TO SOLICITATION (Modified) (a) This solicitation may be amended at any time prior to opening. All actual and prospective bidder's should monitor the following web site for the issuance of Amendments: www.richlandone.org (Procurement Information) (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged

AUTHORIZED AGENT (Modified): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including

weekends and holidays) immediately following the seventh business day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (Modified): By submitting Your Bid or Proposal, You are offering to enter into a contract with Richland County School District One. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the Cover Page. An offer may be submitted by only one legal entity; “joint bids” are not allowed

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

BOARD AS PROCUREMENT AGENT The Procurement Officer is an employee of the District pursuant to the District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party’s losses arising out of or relating in any way to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.(a) By submitting an offer, the offeror certifies that-(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-(i) Those prices;(ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered.(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. (b) Each signature on the offer is considered to be a certification by the signatory that the signatory- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal]; (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (Modified): (a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that- (i) Offeror and/or any of its Principals-(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the District or any local, state or federal agency; (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (C) Are not presently indicted

for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision. (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by the District or any federal, state, or local entity. (2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible. (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

DISTRICT PROCUREMENT CODE AVAILABLE (Modified): The District's Procurement Code, is available at: www.richlandone.org.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (Modified)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or 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.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the District may withhold award. Before withholding award on these grounds, the District will notify you of the concerns and provide a reasonable opportunity for you to respond. The District may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the District will rely when considering your offer for award.

DEADLINE FOR SUBMISSION OF OFFER (Modified) Any offer received after the Procurement Officer of Richland School District One has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Richland County School District One Office of Procurement prior to the bid opening.

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

TOBACCO FREE ENVIRONMENT CERTIFICATION: The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the

grounds of any District building. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the smoke and tobacco free environment.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled “Questions from Offerors.”

ETHICS 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.

MULTIPLE OFFERS: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA): By submitting an offer, the offeror certifies that the Offeror has and will comply and will not make available or distribute any student education records it receives from the District in violation of the federal Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. section 1232g. Contractor agrees to limit access to records provided by the District to its employees with a legitimate need to know in order for the Contractor to fulfill its obligations under this agreement. Contractor warrants that it has procedures in place to prevent unauthorized access to data provided by the District, and the procedures will be documented and available to the District upon request. Contractor will notify the District immediately in the event of a security breach that could or does impact the District records or data. Contractor agrees that District data will not be shared or sold to third parties without prior written authorization from the District. Contractor agrees to notify the District immediately if it receives a subpoena, court order or other request for District data so the District can take appropriate action if needed.

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

PRICING (Modified): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (c) Unbalanced Pricing. The District will analyze all offers with separately priced line items or subline items to determine if the prices

are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C.

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

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest- CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROHIBITED COMMUNICATIONS AND DONATIONS (Modified): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity***, *unless otherwise approved in writing by the Procurement Officer*. All communications must be solely with the Procurement Officer. b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract.

You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.

PUBLIC OPENING: Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (Modified): (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question.** (b) Richland County School District One seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION (Modified): The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS (Modified): (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the District, or (ii)

if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

RICHLAND COUNTY SCHOOL DISTRICT OFFICE CLOSINGS (Modified): If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District processes resume. In lieu of an automatic extension, an Amendment may be issued to re-schedule 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 re-schedule the conference. Useful information may be available at: http://www.richlandone.org.

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (Modified): (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD. (b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word

"CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35- 410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify, and hold harmless the District and District employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District or any of its departments, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (MODIFIED): Paper offers are required. In the paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

VENDOR REGISTRATION MANDATORY (Modified): You must complete a District vendor application to be eligible to submit an offer. The application will be provided as an attachment to the solicitation or it is available on our District website

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. (Procurement Code III.B.2.g).

II. INSTRUCTIONS TO OFFERORS - B. SPECIAL INSTRUCTIONS

BOARD APPROVAL REQUIRED (Modified): The Richland County School District One, seven member Board of School Commissioners reserves to itself the right to approve all purchase orders and contracts of $250,000 or more, except when such purchases have received specific, prior approval.

CONFERENCE – PRE-BID/PROPOSAL (Modified):

Pre-Bid/Proposal Conference Date and Time: JUNE 30, 2026 @ 10:00 A.M.

Location of Pre-Bid/Proposal Conference: Central Kitchen – 1224 Whitney St., Columbia, SC 29201

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring

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

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

CLARIFICATIONS: Pursuant to Section III.B.2.h, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (Modified): In addition to your original offer, you must submit an electronic copy or copies on a USB drive. Submit the number of copies indicated on the page three (3). Each copy should be on separate media. Your business and technical proposals must be on separate media. Every USB drive must be labeled with the solicitation number and the Offeror's name, and specify whether its contents address technical proposal or business proposal. If USB drives are provided, each set must be appropriately identified as to its relationship to the set, e.g., 1 of 2. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

MAIL PICKUP (Modified): The District Procurement Office picks up all mail from the U.S. Postal Service once daily around 8:30 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

OPENING PROPOSALS – INFORMATION NOT DIVULGED: In a competitive sealed proposal, neither the number, the identity of offeror(s), nor their prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C) (1)].

PROTEST – CPO – DISTRICT ADDRESS (Modified): Any protest must be submitted in writing to the Chief Procurement Officer, Richland County School District One, 201 Park Street, Room 209, Columbia, SC 29201.

III. SCOPE OF WORK / SPECIFICATIONS

Richland County School District One (District) is seeking qualified Contractor(s) capable of providing

The purpose of this project is to conduct an opinion of probable construction cost to (both) remodel Richland One School District's Central Kitchen and provide a new facility. The study will assess the current infrastructure, workflows, capacity, and compliance with health and safety standards to provide a roadmap for future improvements or renovations that enhance operational efficiency, meet increasing demand, and align with current nutritional requirements. The selected firm must demonstrate access to qualified mechanical engineering expertise and provide evidence of relevant experience on similar projects.

Phase One: Feasibility Study

1. Existing Kitchen Assessment
    a. Conduct a site visit to assess the current central kitchen layout, equipment, utilities (e.g., plumbing, electrical, HVAC), and workflows.
    b. Evaluate the kitchen's capacity in terms of food preparation, storage, and distribution.
    c. Review any known issues with sanitation, ventilation, or fire safety.
    d. Identify storage needs, considering current and future food delivery and inventory processes.
2. Nutritional and Capacity Analysis
    a. Assess the kitchen's capacity to handle student population growth, including potential for expansion or more efficient use of space.
    b. Investigate the workforce requirements for the kitchen, including staffing needs and training requirements for staff operating new or upgraded equipment.
3. Equipment and Technology Review
    a. Review current equipment condition and evaluate if it needs to be replaced, upgraded, or retrofitted.
    b. Explore the integration of new technologies, such as automated cooking systems, energy-efficient appliances, or kitchen management software, to improve operational efficiency.
    c. Assess the sustainability of the kitchen, including energy efficiency, water conservation, and waste management practices.
4. Code and Compliance Review
    a. Ensure compliance with local building codes, fire codes, health codes, and regulations from entities such as the FDA, USDA, and local health departments.
    b. Assess the current kitchen's ADA accessibility and other required accommodations.
    c. Determine any zoning restrictions or regulations that may impact expansion or remodeling options.

Phase Two: Based on the findings from the feasibility study, the optional second phase includes creating detailed remodel or new construction plans.

1. Conceptual Design and Layout
    a. Develop conceptual layout plans for the remodeled central kitchen or construction of a new facility, following feasibility recommendations.
    b. Ensure that the design supports operational efficiency, safety, and ease of flow for food production, storage, and distribution.
    c. Integrate design solutions to optimize workflow for kitchen staff, including clear demarcations between food prep, storage, and serving areas.
    d. Plan for future growth, following flexibility in design to accommodate increased capacity or potential program expansions (e.g., for new meal programs or additional schools).
2. Equipment and Space Planning
    a. Provide equipment recommendations based on capacity and energy efficiency needs.
    b. Identify necessary renovations or upgrades to support new equipment or improved workflows.

   c. Develop a plan for space utilization, ensuring adequate storage, workspace, and safe movement of materials and personnel.
3. Utility and Infrastructure Assessment
   a. Assess the plumbing, electrical, and HVAC systems to determine the upgrades required to accommodate new equipment or increased demands.
   b. Develop a plan for energy efficiency improvements, such as upgrading energy-efficient appliances, optimizing HVAC systems, and improving water usage.
4. Sustainability and Waste Management
   a. Include recommendations for sustainable practices such as reducing food waste, using eco-friendly materials, and reducing energy consumption.
   b. Develop a plan for waste management, including recycling, composting, and reducing food waste through system changes or food waste diversion programs.
5. Compliance and Safety Considerations
   a. Ensure the remodel complies with all local and national codes (e.g., fire codes, OSHA standards).
   b. Incorporate safety features, such as non-slip flooring, proper ventilation, fire suppression systems, and secure storage for hazardous materials.
   c. Address ADA accessibility issues to ensure that the kitchen remodel accommodates individuals with disabilities, including both staff and any visitors.
6. Cost Estimation and Budgeting
   a. Provide a cost estimate for the remodel or new construction including: all construction, equipment, and system upgrades.
   b. Outline a timeline for the completion of the remodel, including a phased approach (if necessary) to avoid disruption of meal service.
   c. Include options for cost-saving alternatives without compromising quality or safety.

Deliverables
1. Feasibility Study Report: Includes findings from the site assessment, nutritional analysis, equipment evaluation, and recommendations for remodel or upgrades.
2. Conceptual Design Plans: Final kitchen layout, space planning, utility upgrades, equipment list, and detailed drawings.
3. Cost Estimate & Budget: Detailed breakdown of construction, equipment, and operational costs.
4. Timeline: A clear project timeline from feasibility to construction completion.
5. Post-construction Support: A plan for final inspections and staff training.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION: In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

1. Past performance.
2. Qualifications and ability of professional personnel.
3. Demonstrated ability to meet time and budget requirements.
4. Location and knowledge of the project locality, when applicable.
5. Recent, current, and projected workloads.
6. Creativity and insight related to the project.
7. Experience on similar projects.

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: You shall submit a signed Cover Page and Page Two. If you submit your offer electronically, you must upload an image of a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

INFORMATION FOR OFFERORS TO SUBMIT – SPECIAL Mandatory Response Requirements and Submittal Format. Submittals shall include the following information divided by tabs:

1. **Original Signatures for Pages 1 and 2 of this Request for Qualifications**
2. **Executive Summary/Background**

Each conforming response will contain an executive summary of not more than two pages in length. The purpose of the executive summary is to explain the features and benefits of the prospective Contractor's offer(s). The Executive Summary should briefly introduce the potential Contractor to the Evaluation Committee. Indicate business structure, i.e.: Corporation, Partnership, Limited Liability Corporation, etc. Firm shall be registered as a legal entity in their perspective state. The company address, phone number, fax number, E-Mail address, web site, contact person(s) information shall be listed. **The contractor's proposal should clearly address and include each of the items outlined on page 16 to ensure a complete and responsive submission.**

3. **Experience**

Contractor shall have at least five (5) years of experience and must submit a minimum four (4) references with two (2) in the past three (3) years on Appendix A, from current and former clients, in which similar services were performed with an outstanding track record of reliability and stellar customer service. Please ensure the contact information for the reference is accurate as they may be contacted. Failure to ensure accuracy may lead to a lower evaluation.

4. **Qualifications**

Contractors must possess the experience and expertise necessary to provide and manage the services listed in Section IV. Provide the qualifications, including resumes, licenses, certifications, etc., for key staff members.

5. **Capabilities to meet District Needs**

The Contractor must provide a detailed step by step procedure for each lot of service offered in Section VII. Fee Schedule.

6. **Cost**

Contractor shall complete Section VII. Fee Schedule/Price-Business Proposal

7. **SF 330 and Errors and Omissions**

   Provide a current SF 330 and evidence of professional liability (Errors and Omissions) insurance, including coverage limits and policy expiration date.

8. Appendices

Contractor shall complete and submit the following Appendices:

- **Appendix A - References Verification Summary**
- **Appendix B - Offeror Non-Responsive Statement**
- **Appendix C - Vendor Application and W-9**
- **Appendix D – Offer's Checklist**

SUBMITTING REDACTED OFFERS: If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR: (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify.(2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability**; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent- company corporate guaranty, that you offer to provide Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to "Standard Clauses & Provisions."

SUBCONTRACTOR – IDENTIFICATION (Modified): If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

VI. AWARD CRITERIA

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

The Districts schools and departments shall solicit quote(s) following purchasing procedures from contractors on the qualified providers list for any subsequent services.

VII. TERMS AND CONDITIONS - A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (Modified) (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible

Procurement Officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible Procurement Officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the Procurement Officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY – GENERAL (Modified): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT AWARDED PURSUANT TO CODE (Modified): Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated and Richland County School District One Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available."

CONTRACT VIOLATION: During the term of the contract, contractors who violate this 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.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (Modified): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the District's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the District other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any party not designated as a signatory for the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

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

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal government offices are closed and District business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (Modified): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the District regarding the Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United District's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE (Modified): Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice

Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

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

ORGANIZATIONAL CONFLICT OF INTEREST (Modified): (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict. (b) The District may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been if the subcontract had contained such a clause.(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the District may terminate the contract for default.

PAYMENT WITH 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 concern
- Contract number or other authorization for delivery of service or property
- Complete description per individual line item
- 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

1. Payment

All payments for services shall be net thirty (30) from the date of acceptance by the District.

2. Itemized Invoices

The contractor invoice shall at minimum include the name of traveler, dates of departure/arrival/return, airline, location of flight or rail, and tickets cost (economy only).

RCSD1 reserves the right to return all invoices if not properly itemized. Invoices shall be provided to Richland County School District One at the address below. An itemized invoice shall be provided even if payment is made with a District purchase card.

Richland County School District One
Attn: Accounts Payable
PO Box 11615
Columbia, SC 29211

During the term of the contract, if the District identifies items that have been overcharged, the contractor shall reimburse the District the difference in the overcharge(s) plus an additional ten percent of the overages. Repeated instances of overcharging the District may result in the contract being terminated.

PAYMENT & INTEREST (Modified): (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

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

PURCHASE ORDERS (Modified): Contractor shall not perform any work prior to the receipt of a purchase order from Richland County School District One. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SURVIVAL OF OBLIGATIONS: The parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (Modified): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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.

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

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

VII. TERMS AND CONDITIONS - A. SPECIAL

BANKRUPTCY – GOVERNMENT INFORMATION (Modified): (a) All government information (as defined in the clause herein entitled "Information Security - Definitions") shall belong exclusively to the District, and contractor has no legal or equitable interest in, or claim to, such information. Contractor acknowledges and agrees that in the event contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, government information in its possession and/or under its control will not be considered property of its bankruptcy estate. (b) Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and contractor further agrees to turn over to the District, before such filing, all government information that is in contractor's possession in a format that can be readily utilized by the District. (c) In order to protect the integrity and availability of government information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access government information.

CHANGES (Modified):(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;(b) method of shipment or packing;(c) place of delivery;(d) description of services to be performed;(e) time of performance (i.e., hours of the day, days of the week, etc.); or,(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract. (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS (MODIFIED): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. Through acceptance of an order or contract, and during the term of any contract, the Contractor shall be deemed to represent that it has

complied, or will comply, with all applicable provisions of Federal, State and local laws, codes, ordinances, rules, regulations and tariffs, and all District regulations and policies while on District property or while conducting District associated activities off of District property. District policies are available through this web site: https://www.richlandone.org/Page/306 The Contractor acknowledges that persons under the age of eighteen (18) are considered minors in the State of South Carolina and protected under State law. By acceptance of an order or contract, the Contractor is deemed to represent that it has complied or will comply with the Drug-Free Workplace Act, Section 44-107-10, Chapter 107, of the South Carolina Code of Laws. Failure to comply with any applicable laws, ordinances, rules, regulations, and policies may result in unilateral and immediate revocation of this contract.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (Modified): (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.(b) Coverage shall be at least as broad as: (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy. (2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage. (3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, the officers, officials, employees and volunteers of any of them, shall be excess of the contractor's insurance and shall not contribute with it.(e) Prior to commencement of the work, the contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.(h) Any deductibles or self-insured retentions must be

declared to and approved by the District. The District may require the contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [7B.056]

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

CONTRACTOR PERSONNEL – OBLIGATION (Modified): Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act <u>regardless of the number of employees employed</u>. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. <u>These are mandatory conditions for doing business (whether directly or indirectly) with Richland County School District One</u>. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

DEBARMENT AND SUSPENSION (E.O. 12549 and E.O. 12689): No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement of Non procurement Programs in accordance with E.O. 12549 and E.O. 12689 – Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principal employees

DEFAULT (Modified): (a)(1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;(ii) Make

progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) Acts of God (force majeure) or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor’s rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor’s rights under the Disputes clause.(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

DEFAULT – SHORT FORM (Modified): The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

ESTIMATED QUANTITY - UNKNOWN (Modified): The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information

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

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION (Modified): (a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of government information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractors ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction. (c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. (d) "Indemnitee" means the Richland County School District One, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

INDEMNIFICATION - INTELLECTUAL PROPERTY (Modified): (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. District shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement

imposes no non-monetary obligation upon District. District shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non- infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by District. If neither (1) nor (2), above, is practical, District may require that Contractor remove the acquired item from District, refund to District any charges paid by District therefor, and take all steps necessary to have District released from any further liability. (c) Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

INFORMATION SECURITY - DEFINITIONS (Modified): 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.
Government information means information (i) provided to Contractor by, or generated by Contractor for, the using governmental unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government 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 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 using governmental unit 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 government information in its possession. In addition, contractor stall 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 government information from unauthorized access and disclosure:
(1) Protecting information on public computers or Web sites: Do not process government 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. Government 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).
(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government 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 government 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 government 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 government 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.
(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 government 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 government 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 government 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 (Modified) Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government 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 government 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 government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide using governmental unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.
(c) *Flow down*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.
(d) *Collecting Information*. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.
(e) *Rights, Disclosure and Use*. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the using governmental unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.
(f) *Return*. Notwithstanding the using governmental unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the using governmental unit (or destroy, at the using governmental unit's option) all government information in its possession as and upon written request of using governmental unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) *Privacy Policy & Applicable Laws*. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.
(h) *Actions Following Disclosure*. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify using governmental unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the using governmental unit all information necessary to enable the using governmental unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the using governmental unit), Contractor shall reimburse District for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the using governmental unit, and (5) reimburse the District all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper us. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.
(*i*) *Survival & Remedy*. All the obligations imposed by this paragraph are material. The obligations of this section shall survive termination or expiration of the contract. Without limiting any rights the District may have, and notwithstanding any other term of this contract, Contractor agrees that the District may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the District shall be entitled to pursue equitable remedies in the event of a breach of this clause.

INFORMATION USE AND DISCLOSURE – STANDARDS (Modified) To the extent applicable: (a) Breach of security of District data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490 (b) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the District is not a licensee.
(c) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq. (d) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq. (e) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. (f) FERPA: Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g (g) Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented by Department of Labor regulations (29 CFR Part 3). (h) Davis-Bacon Act (40 U.S.C. 276a to 286a-7) as supplemented by the Department of Labor regulations (29 CFR Part 5).

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

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

PRICE ADJUSTMENTS – LIMITED BY CPI "OTHER GOODS & SERVICES: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all South Urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

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

PRIVACY – WEB SERVICES (Modified): You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of the District. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

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

RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES (Modified) (a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect. (b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract. (c) Any reference to contractor in items (a) or (b)

also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work. (d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.

SOFTWARE LICENSES (Modified): Proprietary Software: Proprietary software is non-custom written, non-made for hire computer software supplied by the contractor and documentation used to describe, maintain and use the software.
License: The District is hereby granted a non-exclusive, fully paid perpetual license to use the proprietary software acquired hereunder.
Title: Title to any proprietary software provided by the Contractor to the District will remain with the Contractor.
Trade Secrets: The District agrees that the proprietary software is a trade secret of the contractor. The District agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the District for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the District without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.
Source Code: Source code includes files used by assembly, basic, c or other language compatibles to produce object modules for linkage into applications programs. The source code media will contain source code, files for compiling and linking software, and any other files and documentation available in machine-readable form to facilitate compiling and linking the code.
In the event the contractor, at any point during the continued installation and operation of the products acquired under this contract, discontinues the conduct of business, or for any reason fails to continue to support its proprietary software, it will either make provision for the continued support under the same terms and conditions or provide the District with a copy of the source code for said proprietary software, at no expense to the District.
Export Control: The District acknowledges that the products acquired hereunder may be licensable by the U. S. Government. It further acknowledges that a valid export license must be obtained from the Department of Commerce prior to export of said products.
Customized Software: Customized software is made-for-hire, custom written and customer specific software or customizations to proprietary software developed for the District by contractor and documentation used to describe, maintain and use the software.
Title: Title to the customized software vests in the District as set forth herein. Contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the District all intellectual elements of the customized software including, but not limited to, developmental work product, notes, object and source codes, documentation, and any other items which would aid the District in understanding, using, maintaining, and enhancing said customized software.
Software Tools: The contractor shall provide to the District, simultaneous with its initial installation, and any subsequent enhancements, upgrades, fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that would require the District to maintain or enhance the customized software. The price for said tools and the cost to train District personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor’s cost proposal submitted to the District in response to the District's solicitation.
Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the District shall be provided a copy of the source code for said software within thirty (30) days at no expense to the District.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media.
Proprietary source code shall be deposited into the escrow account within fifteen (15) days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.
The source code may be accessed only upon the following conditions:
a. Contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
b. Contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.
With regards to proprietary software, the District may not sell, assign lease, or otherwise provide said source code(s) to any other person or entity, regardless of modification, without the express written consent of contractor, its successors, and assigns.

SHIPPING / RISK OF LOSS: F.O.B. Destination. Destination is the shipping dock of the District's designated receiving site, or other location, as specified herein. (See Delivery clause).

SOFTWARE LICENSING AGREEMENTS–SINGLE SOLICITATION (Modified) (a) Definitions. As used in this clause, these terms are defined as follows: "Commercial Off-The-Shelf (COTS) Software" means software used with no customization and for which source code is not made available to licensees. "Configuration" means any customer-specific modification to software that does not require changes to the software's source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software.
"Customization" means any customer-specific modification to software that requires changes to the software's source code.
"Firmware" means software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine's manufacturer or seller.
"Licensor" means an entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the using governmental unit.
"Piggyback" means the document attached to this solicitation and entitled *South Carolina Standard Amendment To End User License Agreements For Commercial Off- The-Shelf Software – Single Agency*, which serves as South Carolina's standard amendment to a licensor's standard software licensing agreement (regardless of how denominated, e.g., master software licensing agreement, end user license agreement) for COTS. [Note: While the piggyback is generally indicative of what the District finds acceptable, terms in a Licensor's standard software licensing agreement may need to be negotiated.]
"Software" means a combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware.
"Software licensing agreement" means any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the contract or any services (other than warranty services regarding the software code or associated documentation).
"Software maintenance" means the process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration.
"Software product" means any COTS which you propose to provide pursuant to the contract.
"Source code" means computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler or other translator.
(b) Contract and Software Licensing Agreement are Separate. The District seeks to establish related but independent agreements, one with each applicable licensor of COTS and one with the contractor - regardless of whether the licensor and the contractor are the same or different entities. As provided in the clause titled "Bid / Proposal as Offer to Contract," a contract between the District and the contractor results from an award

made pursuant to this solicitation. In contrast, the District's acceptance of your offer does not serve as the District's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed in order to be binding, regardless of whether the license to use the software will be granted by you or a third party. The contract, as defined in the clause titled "Definitions," will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the District intends to pay contractor in order to acquire license rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor.
(c) **Critical Instructions**. (1) Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (i) you intend to license (or sublicense) the item directly to the District, or (ii) you intend to "resell" or distribute the item to the District (with licensing handled directly with the third-party licensor). You should use the Software Table attached to this solicitation to assist you in providing this information. **(2) Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the procurement officer.** You must be prepared to provide any requested software licensing agreement within one business day of receiving a request. (3) Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the District and those terms will form part of the contract.
(d) Pre-Condition of Award. If the work you are offering to perform is dependent upon the licensing of a software product by the District and the District is unsuccessful in negotiating an acceptable software licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. To facilitate the timely and successful negotiation of a software licensing agreement deemed necessary by the District, the District may ask you, after opening but prior to award, to acquire from the licensor an executed copy of the piggyback. You should communicate with the licensors for any major or critical software product well in advance of submitting a proposal, and licensors should be informed that few changes will be made to the piggyback. [The District already has, and continues to enter into, standing, statewide, licensing agreements for a variety of computer programs. Without limiting any of the above requirements, an applicable agreement may already exist for one or more items of COTS you have identified.] [7B.224]

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERMINATION FOR CONVENIENCE – SHORT FORM (Modified): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the District, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been had the subcontract contained such a clause.

VII. TERMS AND CONDITIONS - B. SPECIAL

FEDERAL REGULATIONS: In cases where a purchase is funded wholly or partially with federal funds, the Contractor will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines:https://www.ecfr.gov/cgi -bin/text -idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl
https://www.acquisition.gov/?q=browsef ar

The Contractor/Vendor shall comply with all federal regulations relating to the performance of Work funded in whole, or in part, with federal funds. In addition, the Contractor/Vendor agrees to flow-down all applicable clauses to lower-tier subcontractors including, but not limited to the following:

FEDERAL REQUIREMENTS ON ALL PURCHASES

1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2

1.2. Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60

1.3. Copeland Anti-kickback Act (for construction and repair)18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3

1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5

1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.

1.6. Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401

1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64

1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3 17.9 Filing of Patent Applications – Classified Subject Matter FAR 52.227-10

1.9. Patents Rights – Ownership by Contractor and Government

FAR 52.227-11 and 52.227.13

1.10. Rights in Data – General FAR 52.227-14

1.11. Authorization and Consent Patents and Copyrights 52.227-1

1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2

1.13. Buy American Act – Supplies FAR 52.225-3

1.14. Government Property FAR 52.245-5

1.15. Notice of Radioactive Materials FAR 52.223-7

1.16. Privacy Act FAR 52.224-2

2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $2,500

2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13

2.2. McNamara –O'Hara Service Contracts Act 41 U.S.C. 351 et seq.

3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $10,000

3.1. Prohibition of Segregated Facilities FAR 52.222-21

3.2. Equal Opportunity FAR 52.222-26

3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36

3.4. Walsh-Healy Public Contracts Act FAR 52.222.20

4. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $25,000

4.1. Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era

FAR 52.222-35

4.2. Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37

4.3. Debarment and Suspension FAR 52.209-6

5. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $100,000

5.1. Anti-kickback procedures FAR 52.203-7

5.2. Restrictions on Subcontractor Sales to the Government FAR 52-203.6

5.3. Audit and Records Negotiation (if document was entered by negotiation)

FAR52.215.2

5.4. Integrity of Unit Prices FAR 52.215-14

5.5. Contract Work Hours and Safety Standards Act FAR 522.222-4

5.6. Clean Air and Water FAR 52.223-2

5.7. Clean Air Act (42 U.S.C. 7401 et seq.)

5.8. Federal Water Pollution Control Act 33 U.S.C. 1251, et seq.

5.9. Drug-Free Workplace FAR 52.223-6

5.10. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

5.11. Utilization of Small Business Concerns FAR 52.219-8

5.12. Preference for US Flag Carriers FAR 52.247-63

5.13. Toxic Chemical Release Reporting 52.223-14

6. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $500,000

6.1. Cost Accounting Standards – Educational Institutions FAR 52.230-5

6.2. Administration of Cost Accounting Standards FAR 52.230-6

7. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $550,000

7.1. Price Reduction for Defective Cost or Pricing Data FAR 52.215-10

7.2. Subcontractor Cost or Pricing Data FAR 52.215-12

7.3. Subcontractor Cost or Pricing Data – Modifications FAR 52.215-13

8. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $650,000

8.1. Small Business and Small Disadvantaged Business Subcontracting Plans

FAR 52.219-9

8.2. Liquidated Damages – Subcontracting Plan FAR 52.219-16

9. AFFIRMATIVE ACTION

The Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with TTUS the policies and practices relating to the Contractor's Affirmative Action program.

VIII. Fee Schedule/Price-Business Proposal

Item	Description	Unit Bid
1	**Phase One: Feasibility**	
2	**Phase Two: (Optional) Design**	
	Grand Total	**$**

Company Name: _____

Printed Representative Name/Title: _____

Signature: _____

Date: _____

Company Website Address: _____

IX. APPENDICES TO SOLICITATION

APPENDIX A: References Verification Summary

APPENDIX B: Offeror Non-Response Statement

APPENDIX C: Vendor List Application and W-9

APPENDIX D: Offer's Checklist

APPENDIX A

REFERENCE VERIFICATION
Request for Qualifications

The Reference Verification Form is to be completed by Offers submitting a proposal and is required part of the Technical Proposal-Volume I. Please respond to all fields listed on the form. Additional pages may be added if more space is required. As the District's discretion, an incomplete form may be justification for rejection of a proposal. The information provided shall be verified prior to award.

Reference 1 –K-12

Company Name:_____

Address:_____

City/State/Zip:_____

Phone:_____Fax:_____

Contact Person:_____

Title:_____

Description of Services: _____

_____ Contract Amount $_____

Date of Service:_____

Reference 2-K-12

Company Name:_____

Address:_____

City/State/Zip:_____

Phone:_____Fax:_____

Contact Person:_____

Title:_____

Description of Services: _____

_____Contract Amount $_____

Date of Service:_____

Reference 3

Company Name:_____

Address:_____

City/State/Zip:_____

Phone:_____Fax:_____

Contact Person:_____

Title:_____

Description of Services: _____

_____Contract Amount $_____

Date of Service:_____

Reference 4

Company Name:_____

Address:_____

City/State/Zip:_____

Phone:_____Fax:_____

Contact Person:_____

Title:_____

Description of Services: _____

_____Contract Amount $_____

Date of Service:_____

Reference 5

Company Name:_____

Address:_____

City/State/Zip:_____

Phone:_____Fax:_____

Contact Person:_____

Title:_____

Description of Services: _____

_____Contract Amount $_____

Date of Service:_____

APPENDIX B

RICHLAND ONE
ENGAGE • EDUCATE • EMPOWER

PROCUREMENT SERVICES
201 PARK ST.
COLUMBIA, S.C. 29201
(803) 231-7042 (Facsimile)

Solicitation Number: **RFQ No. 2026.018**

Solicitation Name: **Provide Professional Services: Feasibility and (Optional) Design Services**

Proposal Due Date: **JULY 7, 2026 @ 2:00 P.M. (EST)**

If you are **NOT RESPONDING** to this solicitation, please check the reasons listed below on this Form and return to the address above. You may also return this form by Fax to (803) 231-7038. Failure to respond to three (3) consecutive RCSD1 solicitations may result in your firm being removed from the District Bidder's List.

Company Name:_____

- ☐ Small Owned
- ☐ Woman Owned
- ☐ Minority Owned
- ☐ Other

Representative Name: _____

Telephone/Fax Number:_____

- ☐ Do not sell or provide requested products and/or services
- ☐ Cannot comply with specifications/scope of work
- ☐ Specifications/scope of work is unclear
- ☐ Cannot meet delivery timeframe and/or period of performance
- ☐ Delivery timeframe and/or period of performance unreasonable
- ☐ Cannot meet insurance and/or bond requirements
- ☐ Not enough time to prepare bid/proposal
- ☐ Plan to subcontract
- ☐ Job too small
- ☐ Job too large
- ☐ Current workload does not permit (provide details)
- ☐ Cannot provide competitive pricing
- ☐ Other (please explain): _____
  _____
  _____

Thank you for your assistance; please return Form within three (3) days after proposal opening date.

APPENDIX C

RICHLAND ONE
ENGAGE · EDUCATE · EMPOWER

Procurement Services – Vendor Application
201 Park Street
Columbia, South Carolina 29201
803-231-7003

The District does not accept vendor applications directly from Vendors. Vendor applications must be submitted internally through a Richland County School District One Employee before being created (i.e. Bookkeepers, Administrative Assistants, or Department Heads).

Richland One employees will forward completed applications to the Procurement Services Department
NO APPLICATION WILL BE PROCESSED WITHOUT A COMPLETETD W-9 ATTACHED

Please check the appropriate boxes: ☐ M-Minority ☐ S-Small ☐ W-Women ☐ O-Other

Vendors must select one of the following: ☐ Corporation ☐ Partnership ☐ Individual ☐ Other _____

Are you a 1099 Vendor: ☐ Yes ☐ No

What services are being rendered? _____
Consulting, Professional Development, Supplier, etc.

Name of Company: _____ Contact Person 1: _____ Contact Person 2: _____ Telephone Number: _____ Fax Number: _____	DBA: _____ SSN or FEIN: _____ Business License Number: _____ State: _____ How long in present business: _____ Years In the interest of protection for the District and its vendors, it is mandatory for vendors to have purchase authorization in the form of a signed Purchase Order BEFORE placing an order.
Address to which Bids/Quotes and Purchase Orders are to be mailed: Email Address for Electronic Purchase Order Transmittals to be mailed: _____ Website: _____	Remittance Address (If Different From Bids/Quotes/PO Mailing Address): P-Card Payment Preferred: Yes No An active application does not legally entitle a vendor to any particular solicitation, therefore, vendors are encouraged to check the District's Website: www.richlandone.org for legal notices of Invitation to Bid (IFB). The Procurement Department may also be contacted for solicitation information.

Richland County School District One requires that no employee or Board of School Commissioners may have a special interest in any contract paid with funds belonging to or administered by the Board of School Commissioners. If you or your firm have such a relationship, attach a separate sheet explaining the relationship. All transactions are governed by the laws of the State of South Carolina and the Board of School Commissioners for RCSD One.

I certify that information supplied herein is correct and neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as known, now debarred, suspended or otherwise declared ineligible by any agency of Federal Government, agencies of the State of South Carolina or by Richland County School District One.

_____ _____
Signature of Authorized Person to Sign the Application, Title Date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** **Date**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

APPENDIX D

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES

Web site: www.richlandone.org

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 PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- ☐ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- ☐ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS 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 THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ☐ MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ☐ CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- ☐ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER 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.