

	District Five of Lexington and Richland Counties Request For Proposals Amendment Two	Solicitation #	2027-006
		Date Amendment Issued	September 17, 2026
		Procurement Official	Chris Winslow
		Phone	(803) 476-8140
		E-Mail Address	D5bids@lexrich5.org

DESCRIPTION	Energy & Utility Management Software
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The Term "Offer" Means Your "Bid" or "Proposal"

SUBMIT OFFER BY	September 17, 2026 @ 11:00am September 29, 11:00am
QUESTIONS MUST BE RECEIVED BY	September 9, 2026 @ 12:00pm Electronically to D5bids@lexrich5.org TIME HAS PASSED
NUMBER OF COPIES TO BE SUBMITTED	One (1) Original, and Five (5) Copies Mailed (Marked "Copy") One Electronic (USB)

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

SUBMIT YOUR SEALED OFFER TO:

District Five of Lexington and Richland Counties Purchasing Office 1020 Dutch Fork Road Irmo, SC 29063

CONFERENCE TYPE: N/A DATE & TIME: As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
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AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://www.lexrich5.org/departments/office-of-finance/procurement/solicitations-and-awards
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.		
NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (tax-exempt) ☐ Corporate entity (not tax-exempt) ☐ Government entity (federal, state, or local) ☐ Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)		
TAXPAYER IDENTIFICATION NO.		

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(Return Page Two with Your Offer)

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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 E-Mail Address:						
	☐ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)						
ACKNOWLEDGMENT OF AMENDMENTS: Offerors acknowledge receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%) _____	20 Calendar Days (%) _____		30 Calendar Days (%) _____		_____ Calendar Days (%)	
PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences . ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4) & (6)]							
PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).							
☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one) Preferences do not apply							

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AMENDMENT TWO
Energy & Utility Management Software
SOLICITATION # 2027-006

The Solicitation may be amended at any time prior to opening. Submitters 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.

THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "DISTRICT'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED T E X T IS ADDED TO THE ORIGINAL PROVISION. ~~STRICKEN TEXT~~ IS DELETED.

CHANGES TO THE SOLICITATION:

1. Section VI. AWARD CRITERIA – EVALUATION FACTORS – PROPOSALS- Item 1. Technical Approach and Functional Capabilities has been amended as follows:

1. Technical Approach and Functional Capabilities - Offeror's understanding of the District's objectives and the extent to which the proposed Energy & Utility Management Software meets the requirements of this solicitation, including utility bill capture and processing, utility bill auditing, energy and utility management, reporting and dashboards, accounting and data integration, data migration, and information security and system availability.

2. Section IV. INFORMATION FOR OFFERORS TO SUBMIT – INFORMATION FOR OFFERORS TO SUBMIT – EVALUATION – Section 4. Price/Business Proposal (Section 4) has been amended as follows:

Section 4- Price/Business Proposal: The Price/Business Proposal shall include completed pricing schedules and all costs associated with providing the proposed Energy & Utility Management Software in accordance with the requirements of this solicitation. Pricing shall include, but not be limited to, software licensing or subscription fees, implementation services, project management, data migration, system configuration, integration services, training, technical support, maintenance, hosting, upgrades, travel (if applicable), and all labor, materials, equipment, supervision, and other costs necessary to provide a complete, fully operational Energy & Utility Management Software. *See Section VIII. Bidding Schedule.*

3. The Bidding Schedule (Section VIII) has been updated. Please see the revised Bidding Schedule attached to this Amendment.

4. Section III. SCOPE OF WORK / SPECIFICATIONS- SPECIFICATIONS- TECHNICAL SUPPORT- INCLUDED has been amended as follows:

TECHNICAL SUPPORT – INCLUDED: Upon request, contractor shall provide technical assistance or service. Such service shall be available within four (4) hours following request.

CLARIFICATIONS/ RESPONSES TO BIDDER QUESTIONS:

1. Question: Would the District reconsider the requirement for mailed hard copies and USB, and instead accept proposals by email, to help reduce environmental impact and avoid potential delivery delays?

District Response: No. The District requires One (1) Original, and Five (5) Copies Mailed (Marked “Copy”) One Electronic (USB). Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on the package exterior.

2. Question: In an effort to being environmentally friendly, would the District consider reducing the number of requested hard copies from 5 to 2 and rely on the USB copy for sharing?

District Response: Please see the District’s response to question 1.

3. Question: Has a budget range been identified for the current project? If so, is it possible to share a breakdown of estimated implementation cost, annual cost, and number of years?

District Response: The District will not provide a budget range for this project. Offerors should submit their most competitive pricing for a complete solution that meets the requirements of the solicitation.

4. Question: Who are the utility providers and what utility types (e.g. electricity) do they provide?

a. Please provide number of accounts per provider

District Response:

1. Dominion- electric- 105 accounts
2. Mid Carolina- Electric 16 accounts
3. City of Columbia- water and sewer (82 accounts)
4. Town of Chapin- water and sewer - 6 accounts
5. SC Water Utilities- water and sewer- 2 accounts
6. Suburban Propane- 24 accounts
7. Richland County Finance- sewer- 11 accounts

5. Question: The solicitation requires the electronic copy be submitted on a USB drive alongside five paper copies, with no provision for electronic (email/portal) submission of the offer itself. Given that USB media introduces unnecessary security risk (malware vector, chain-of-custody, data-at-rest exposure) for both offerors and the District, and that a password-free, printable PDF is already required regardless of media, would the District accept the electronic copy via a secure upload link or encrypted email in lieu of a USB flash drive?

District Response: Please see the District response to question 1.

6. Question: Section III.B requires the solution to accept bills in “PDF, TIFF, JPG, XLS, CSV, TXT, and electronic utility-provider files”. These fall into two fundamentally different processing categories: image-based formats (PDF, TIFF, JPG) that require Optical Character Recognition (OCR) data capture technology to extract the fields listed in B.4, versus structured/machine-readable formats (XLS, CSV, TXT, electronic utility-provider files) that can be parsed directly. Since OCR- based capture carries materially higher implementation effort, ongoing quality-control burden, and extraction-error risk than structured-file ingestion, can the District provide:

A. How many distinct utility providers currently supply data electronically versus those for which the District receives only paper or scanned bills?

B. An approximate breakdown of current bill volume by format type (i.e., what percentage of monthly bills arrive as scanned/image PDFs or paper versus electronic data feeds/CSV/EDI from utility providers)?

C. Whether the PDFs or similar files are original images from the utilities or scans of paper bill, possibly with writing and other markings on them?

D. How these files would be provided to the Vendor, i.e. manually retrieved by the vendor one by one, or provided regularly in bulk in an automated Process.

District Response:

Question A: The District currently receives paper bills from all utility providers. Bills from Dominion Energy, Suburban Propane, and the City of Columbia are also available for online access.

Question B: Approximately 100% of utility bills are currently received in paper format.

Question C: The District does not receive utility bills in PDF format directly from the utility providers. Existing PDF files are District-created scans of the original paper bills received.

Question D: The District anticipates sending or uploading utility bills to the Vendor in batches.

7. Question: The solicitation requires cyber/privacy liability coverage of no less than \$5,000,000 per occurrence / \$10,000,000 aggregate. We'd like to understand the District's risk basis for this limit in light of the following facts specific to this engagement: (a) per Section III, the data involved is utility account, meter, consumption, and billing information for District facilities — it does not include student, employee, or other individually identifiable data subject to FERPA or similar confidentiality protections; (b) the data is expressly subject to public disclosure under the Freedom of Information Act absent a specific statutory exemption, indicating the District does not treat it as high-sensitivity confidential information; and (c) per Section III.A, the solution is a fully hosted, cloud-based SaaS system with no integration into or connectivity with the Districts core IT, student information, or financial systems, which substantially limits the blast radius of any compromise relative to an on-premise or integrated solution. Given this risk profile, would the District consider a lower limit (e.g., \$1,000,000 per occurrence / \$2,000,000 aggregate, consistent with limits commonly required for utility/facilities SaaS engagements) more proportionate to the actual data and integration risk presented by this scope of work? We raise this now, as invited by the solicitation, because the current limit may unnecessarily narrow the field of qualified offerors — particularly smaller, specialized vendors in this niche — and we want to ensure the District receives the broadest practicable competition on this procurement, consistent with the & "Questions from Offerors" clause's stated goal of maximum practicable competition.

District Response: No. The insurance requirements of the solicitation remain unchanged.

Question 8: Can School District Five of Lexington and Richland Counties accept the EnergyCAP Subscription Agreement as the governing agreement for the subscription services, and confirm the mechanism by which it would be incorporated — whether as a Record of Negotiations under Section VII.A(a), as mutually agreed supplemental terms, or by amendment to the solicitation prior to opening?

District's Response: No. The contract documents and applicable order of precedence shall be as stated in the solicitation.

Question 9: Can School District Five of Lexington and Richland Counties accept these terms in place of the unlimited obligations stated in the solicitation?

District's Response: No. The requirements of the solicitation remain unchanged.

Question 10: Can School District Five of Lexington and Richland Counties accept these terms in place of the unlimited obligations in paragraph (h)?

District's Response: No. The requirements of the solicitation remain unchanged.

Question 11: Can the School District accept an indemnification structure in which each party indemnifies the other for third-party claims arising from its own breach, negligence, willful misconduct, infringement, or violation of applicable law, rather than one under which the contractor indemnifies the District regardless of the District's own contribution to the claim?

District's Response: No. The indemnification requirements of the solicitation remain unchanged.

Question 12: Can School District Five of Lexington and Richland Counties accept EnergyCAP's insurance coverages and limits as described above in place of the requirements in paragraphs (a), (e), (g), (h), (j), and (l)?

District's Response: Offerors must meet the insurance requirements stated in the solicitation.

Question 13: Can School District Five of Lexington and Richland Counties accept a notification commitment of promptly and in any event within seventy-two hours of identifying unauthorized access to District data, in place of the twenty-four hour requirement in Section III.H.6 and paragraph (h)?

District's Response: No. The twenty-four (24) hour notification requirement stated in the solicitation remains unchanged.

Question 14: Can School District Five of Lexington and Richland Counties accept these terms?

District Response: No. Use and disclosure of District information shall be limited to that permitted by the solicitation.

Question 15: Can the School District accept a delivery model in which District data is hosted in Microsoft Azure and accessed remotely by authorized EnergyCAP personnel and approved subprocessors located outside the continental United States, subject to SOC 2 Type II controls, encryption in transit and at rest, role-based access, logging, and contractual confidentiality obligations?

District Response: No. Use and disclosure of District information shall be limited to that permitted by the solicitation.

Question 16: Can School District Five of Lexington and Richland Counties accept that established hosting and infrastructure providers used continuously to deliver the subscription services are not subject to the fifteen-business-day advance notice requirement in paragraph (e)?

District Response: No. The fifteen (15) business-day advance notice requirement stated in the solicitation applies as written.

Question 17: Can School District Five of Lexington and Richland Counties accept these terms?

District's Response: No. The Contractor must return or destroy District information in accordance with the requirements stated in the solicitation.

Question 18: Can School District Five of Lexington and Richland Counties accept these terms — specifically, that fees for a commenced twelve-month term are payable in full at commencement and are not refundable where the District terminates for convenience or discontinues use during that term? Will the District also confirm if an initial 12-month term with 4 additional optional renewal years is acceptable?

District's Response: The contract term, renewal provisions, payment obligations, and termination rights shall be as stated in the solicitation.

Question 19: Can School District Five of Lexington and Richland Counties accept that meter utilization and bill capture transactions in excess of the contracted quantities are subject to fees at the contracted rates, notwithstanding the Bidding Schedules statement that no additional fees shall be charged unless specifically requested and approved by the District?

District Response: No additional fees shall be charged unless specifically requested and approved by the District, as stated in the solicitation.

Question 20: Section VI's evaluation criteria ("Technical Approach and Functional Capabilities") references work order management, facility use scheduling, preventive maintenance, and asset management — none of which appear anywhere in Section III's actual specifications, which are scoped entirely to utility bill capture, auditing, energy tracking, reporting, and accounting integration. Is CMMS/facilities-management functionality actually in scope, or is this evaluation language left over from a different template in error?

District's Response: This was an error. Please see "CHANGES TO THE SOLICITATION" (item 1) on page 3 of this amendment.

Question 21: Price/Business Proposal (Section 4) and The Bidding Schedule (Section VIII) reference a "Facilities Management System," not "Energy & Utility Management Software." Please confirm the correct project scope.

District's Response: The correct project scope is Energy & Utility Management Software. Please see "CHANGES TO THE SOLICITATION" (items 2 and 3) on page 3 of this amendment.

Question 22: Section J ("Technical Support – Included") states support "shall be available within ____ hours following request" — the number is blank in the document. What response time should offerors assume, and how does it relate to the SLA tiers in Section V (4 hrs critical / 1 business day urgent / 2 business days routine)?

District's Response: Please see "CHANGES TO THE SOLICITATION" (item 4) on page 3 of this amendment.

VIII. BIDDING SCHEDULE/PRICE-Business PROPOSAL (Revised)

Vendor Name: _____

All costs necessary to provide a complete, fully operational ~~Facilities Management System~~ **Energy and Utility Management Software** in accordance with the requirements of this solicitation, including implementation, configuration, data migration, training, software licensing, maintenance, technical support, travel, and all other associated costs, shall be included in the pricing submitted. No additional fees shall be charged unless specifically requested and approved by the District.

Line Item	Description	Quantity	Unit Price	Extended Price
1	One – Time Implementation, Configuration, and Data Migration	1	\$	\$
2	Years 1-3 Annual Subscription for Energy and Utility Software (including all licensing, support, maintenance, hosting, and all recurring costs)	3	\$	\$
3	Year 4 Annual Subscription for Energy and Utility Software (including all licensing, support, maintenance, hosting, and all recurring costs)	1	\$	\$
4	Year 5 Annual Subscription for Energy and Utility Software (including all licensing, support, maintenance, hosting, and all recurring costs)	1	\$	\$

GRAND TOTAL \$ _____

Signature of Authorized Official: _____

Print Name and Title: _____