

 50 GREENWOOD SCHOOL DISTRICT 50 REQUEST FOR PROPOSAL	Solicitation #	2324-006
	Date Issued	January 12, 2024
	Director of Procurement	Shealyn Barnes
	Phone	(864) 941-5793
	E-Mail Address	barness@gwd50.org

DESCRIPTION	Financial & Procurement Audit Services
<i>The Term "Offer" Means Your "Bid" or "Proposal" or "Quotation"</i>	
SUBMIT OFFER BY	Friday, February 09, 2024 @ 2:00 PM, EST
QUESTIONS MUST BE RECEIVED BY	Friday, January 26, 2024 by 1:00 PM, EST
NUMBER OF COPIES TO BE SUBMITTED	One (1) Original and Three (3) Copies (Marked "Copy")

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

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: Greenwood School District #50 Purchasing Department PO Box 248 Greenwood, SC 29648	PHYSICAL ADDRESS: Greenwood School District #50 Purchasing Department 1855 Calhoun Road Greenwood, SC 29649

CONFERENCE TYPE: None DATE & TIME: As appropriate, see Conferences – Pre-Bid/Proposal & Site Visit provisions	LOCATION:
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AWARD & AMENDMENTS	Award will be posted at the Physical Address listed above on or about February 29, 2024 . The award, this solicitation and any amendments may be posted at the following web address: http://www.gwd50.org
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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:	OFFERORS TYPE OF ENTITY: (Choose one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____
AUTHORIZED SIGNATURE:	
TITLE	
PRINTED NAME:	

(See "Signing your Offer" provision)

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

STATE OF INCORPORATION	
TAXPAYER IDENTIFICATION NO.	

(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)	
	Phone	
	Fax	
	E-Mail	

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)	
	ORDER FAX #	
<input type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check only one)	<input type="checkbox"/> Order Address Same as Home Office Address <input type="checkbox"/> Order Address Same as Notice Address (check only one)	

ACKNOWLEDGEMENT OF AMENDMENTS	Amendment #	Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date
	Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision					
Amendment #		Amendment Date	Amendment #	Amendment Date	Amendment #	Amendment Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days	20 Calendar Days	30 Calendar Days	_____ Calendar Days
	%	%	%	%

MINORITY PARTICIPATION	Are You a South Carolina Certified Minority Vendor? (Yes or No):	
	If Yes, South Carolina Certification #	
	Are You a Non SC Certified Minority Vendor? (Yes or No):	

SOLICITATION OUTLINE

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Basis of Award
- VI. Qualifications
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Price - Business Proposal
- IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

ACQUIRE SERVICES: The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

It is the intent of Greenwood School District 50's Office of Procurement to solicit offers from qualified vendors to provide a district term contract for financial and procurement audit services in accordance with all requirements stated herein.

MAXIMUM CONTRACT PERIOD (ESTIMATED): Start date: **3/1/2024** End Date: **02/28/2029**. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Terms of Contract – Effective Date/Initial Contract Period".

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one year renewal options. The resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. The maximum potential contract life is five years. The Superintendent may extend this contract for an additional two (2) years through **02/28/2031**.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS: *(Except As Otherwise Provided Herein, The Following Definitions Are Applicable To All Parts Of The Solicitation.)*

Amendment: means a document issued to supplement the original solicitation document.

Board: means the Board of Trustees of Greenwood School District 50.

Buyer: means the Procurement Officer.

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

Contract: See clause entitled "Contract Documents & Order of Precedence."

Contract Modification: means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

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

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

Days: means calendar days.

District: means Greenwood School District 50.

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 (Or Chief Procurement Officer): means the person, or his successor, identified as such on the Cover Page.

Procurement Or Purchasing Office: means the Greenwood School District 50 Purchasing Department.

You And Your: means Offeror.

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

Subcontractor: means any person having a contract to perform work or render service to Contractor as a part of the Contractor’s agreement arising from this solicitation.

Work: means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of amendments: <http://www.gwd50.org>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the Offeror received the amendment. (c) If this Solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, you are offering to enter into a contract with the District. 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: (a) Authorized Agent. All authority regarding the conduct of 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. (b) Purchasing Liability. The Procurement Officer is an employee of the District acting on behalf of the District pursuant to the Greenwood School District 50 Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
- (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
 - (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
 - (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:**
- (a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(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.

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the District Purchasing Office 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.

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. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

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. [02-2A075-2]

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. [07-7B097-1]

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

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within seven (7) business days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Assistant Superintendent of Business within the time provided.

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

QUESTIONS FROM OFFERORS: (a) Any prospective Offeror desiring an explanation or interpretation of the Solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS:

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

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

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any

deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

(e) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JAN 2004) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act.

(a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the District or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to the District or its employees, agents or officials prior to award.***

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

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District 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 reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.gwd50.org>

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by 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. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the

entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page 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 is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not 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. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

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

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

SCHEDULE & ACTIVITIES Listed below are the planned activities/milestones/dates/times pertaining to this solicitation. All information is subject to change. Changes will be communicated to prospective Offerors via an Amendment to the solicitation as necessary.

EVENT	DATES
Issuance of Invitation to Bid	January 12, 2024
Deadline for Questions	1:00 PM on Friday, January 26, 2024
Issue Responses to Questions (estimate)	Monday, January 29, 2023
Bid Closing	2:00PM Friday, February 9, 2024
Issue Statement of Award Notice	On or About February 29, 2024

CONTENTS OF OFFER (RFP): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that 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.

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

OPENING PROPOSALS – PRICES NOT DIVULGED: In competitive sealed proposals, prices will not be divulged at opening.

PROTEST: Any protest must be submitted in writing to the Assistant Superintendent of Business, Greenwood School District 50, (a) by email to smithrd@gwd50.org, (b) by facsimile at (864) 670-5041 or (c) by post or delivery to 1855 Calhoun Road, Greenwood, SC 29649.

CLARIFICATION: 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.

III. SCOPE OF WORK / SPECIFICATIONS

SEE BIDDING SCHEDULE/COST PROPOSAL

INTRODUCTION:

Greenwood School District 50 is located in Greenwood County, South Carolina and is governed by a publicly elected nine-member Board of Trustees. Student enrollment is approximately 8,500 students.

The District has a total monthly payroll of approximately \$8 million covering 1,400 employees.

The District consists of 16 schools along with 3 other locations, the District Office, Transportation Office and Maintenance Department. The accounting and financial reporting functions of the District are centralized. However, pupil activity accounts are decentralized.

The District also has two component units. The G. Frank Russell Technology Center is a discretely presented component unit. Greenwood Fifty School Facilities, Inc. ("SFI") is also a component unit that is "blended" for financial statement purposes.

SCOPE OF WORK

Greenwood School District 50 ("District") is soliciting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2024, 2025, 2026, 2027 and 2028. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards* (2003), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

In addition to the financial audit, the District is soliciting proposals from qualified firms to examine the procurement policies and practices as outlined in the work program by the South Carolina State Fiscal Accountability Authority and issue a separate report. The auditor shall include the District's procurement card program.

A. FINANCIAL AUDIT REQUIREMENT/SPECIFICATIONS

The District is soliciting proposals from certified public accountants for the purpose of completing a financial audit of the District's total financial program for fiscal years ending June 30, 2024, 2025, 2026, 2027, and 2028.

- 1.0 The District requires a financial and compliance audit. Specifically, the audit shall be performed in accordance with:
 - (a) generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,
 - (b) the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards* (2003), known as the Yellow Book,
 - (c) the provisions of the Single Audit Act of 1984 (as amended in 1996), and
 - (d) the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, *Audits of States and Local Governments*.

The audit shall also be performed according to the reporting requirements established by the Government Finance Officer Association of the United States (GFOA) and the Association of School Business Officials international (ASBO) Certificate program, and the South Carolina State Department of Education' (SDE) Audit Guidelines. A copy of the State Department of Education Guidelines can be obtained from the South Carolina Department of Education, Office of School District Auditing, 1429 Senate Street, Room 404C, Columbia, South Carolina 29201 and telephone number (803) 734-8180, or from their website at <http://ed.sc.gov/finance/auditing/>

- 1.1 The District desires the auditor to express an opinion on the fair presentation of the District's governmental activities, discretely presented component unit and each major fund, and aggregate remaining fund information which collectively comprise the basic financial statements in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the annual comprehensive financial report (ACFR). However, the auditor must

apply limited procedures on the information provided in the supporting schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an “in-relation-to” report on that schedule based on the auditing procedures applied during the audit of the financial statements.

1.2 Following the completion of the audit of the fiscal year’s financial statements, the auditor shall issue the following:

(a) A report on the fair presentation of the financial statements in conformity with general accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards “in-relation-to” the audited financial statements.

(b) A report on compliance and internal control over financial reporting based on an audit of the financial statements.

(c) A report on compliance and internal control over compliance applicable to each major federal program.

The auditor shall comply with SAS NO. 115, which has two unconditional requirements:

- The auditor must evaluate identified control deficiencies and determine whether those deficiencies, individually or in combination, are significant deficiencies or material weaknesses.
- The auditor must communicate, in the required report(s) on compliance and internal controls, significant deficiencies and material weaknesses to management and those charged with governance. This communication includes significant deficiencies and material weaknesses identified and communicated to management and those charged with governance in prior audits, but not yet remediated.

The report on compliance and internal controls shall include all materials instances of noncompliance. All nonmaterial instances of noncompliance may be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

Auditors are required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Board of Education, Superintendent and Assistant Superintendent for Business.

Auditors shall assure themselves that Greenwood School District’s Board is informed of each of the following:

- (a) The auditor’s responsibility under generally accepted auditing standards
- (b) Significant accounting policies
- (c) Management judgments and accounting estimates
- (d) Significant audit adjustments
- (e) Other information in documents containing audited financial statements
- (f) Disagreements with management
- (g) Management consultation with other accountants
- (h) Major issues discussed with management prior to retention
- (i) Difficulties encountered in performing the audit

- 1.3 Awarded offeror shall prepare reporting to address the auditing of fiscal years 2024, 2025, 2026, 2027 and 2028.
- 1.4 The initial year of the contract shall begin with the 2023-2024 fiscal year. The fiscal year for the District begins July 1 and ends on June 30.

B. ENVIRONMENT

1.0 Financial Information

- 1.1 The Pupil Activity Fund is accounted for as a Special Revenue-Other fund.
- 1.2 The District has seven major governmental funds consisting of the General Fund; Special Revenue – Other; Special Revenue - Educational Improvement Act Fund; Special Revenue Fund- Food Service; Capital Projects Fund; Debt Service Fund, and lastly the Debt Service Fund - SFI.
- 1.3 The District has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer Association of the United States (GFOA) and the Certificate of Excellence in Financial Reporting from the School Business Officials International (ASBO) in the prior year.
- 1.4 The District utilizes a fully integrated Management Information System called School ERP Pro (formerly Infinite Visions).
- 1.5 Revenues (including transfers) for fiscal year 2022-2023 were as follows:

<u>Fund</u>	<u>Amount</u>
General	\$87,372,192
Special Revenue – Other	26,446,030
Special Revenue – EIA	9,312,807
Special Revenue- Food Service	7,672,768
Capital Projects	2,642,626
Debt Service	13,064,624
Debt Service - SFI	9,316,701

- 1.6 Expenditures (including transfers) for fiscal year 2022-2023 were as follows:

<u>Fund</u>	<u>Amount</u>
General	\$85,781,413
Special Revenue – Other	26,512,978
Special Revenue – EIA	9,312,807
Special Revenue- Food Service	8,304,914
Capital Projects	4,168,626

Debt Service	9,537,739
Debt Service - SFI	9,312,238

- 1.7 The District’s Comprehensive Financial Reports can be viewed at:
https://www.gwd50.org/apps/pages/index.jsp?uREC_ID=1678657&type=d&pREC_ID=1831308
- 1.8 The District Accounting staff shall be responsible for retrieving the requested documents. Information Technology, equipment and generalized user software shall be provided as necessary for auditing purposes on a reasonably scheduled basis. The Director of Finance will coordinate audit work.
- 1.9 The District shall provide the maximum possible assistance to the successful proposer.
- 1.10 District staff will prepare the following statements and schedules for the auditor:
- (a) Letter of Transmittal
 - (b) Management Discussion and Analysis (**with auditor assistance**)
 - (c) Organizational Chart
 - (d) Board of Trustees and Administration Officials Page
 - (e) Certificates of Excellence
 - (f) Schedule F-2 – Location Reconciliation Schedule – District
 - (g) Schedule F-3 – Location Reconciliation Schedule – Technology Center
 - (e) Statistical Section
- 1.11 All primary accounting records are maintained in the Business Department located at: 1855 Calhoun Road, Greenwood, SC.

2.0 Audit/Report Requirements

The offeror shall:

- 2.1 Prepare reports addressed to Greenwood School District 50 Board of Trustees.
- 2.2 Prepare all required and supplemental schedules and statements to include all detail/combining schedules as prescribed by the SC Department of Education, footnotes, statistical section, and to advise, as necessary, on related accounting and reporting concerns.
- 2.3 Assist the District in preparing the Management's Discussion and Analysis (MD&A).
- 2.4 Prepare and provide an electronic copy (PDF) of the final ACFR to the Director of Finance in order to give public access to the ACFR from the District’s website.
- 2.5 Begin preliminary audit work during the final quarter of the fiscal year (April-June).
- 2.6 Be provided a final trial balance by the District in excel format before field work begins. Field work usually begins the second or third week of September.
- 2.7 Prepare all necessary statements and schedules in accordance with GASB 34.
- 2.8 Perform audits of a selected sample of the Pupil Activity Funds. All schools, including high schools, middle schools, elementary schools, Russell Technology Center, Genesis Education Center and the Early Childhood and Montessori School have Pupil Activity Funds.
- 2.9 Include audit procedures in the audit plan for the SFI Debt Service fund. Greenwood Fifty School Facilities, Inc. (“SFI), a not-for-profit 501(c) (3) corporation, is a component unit of the District but is treated as “blended” for financial statement purposes.

- 2.11 Provide an official opinion on compliance with applicable regulations. (This is specifically discussed in the State Audit Guide.) The report of the examination of the general purpose financial statements must state the scope of the examination and that the financial audit was performed in accordance with generally accepted auditing standards.
- 2.12 Include a Schedule of Expenditures of Federal Awards, as called for in OMB Circular A-133. The Schedule of Expenditures of Federal Awards must list by federal funding source each grant's sub fund code, federal grantor/pass through grantor program title, federal CFDA number, pass through grantor's number, and expenditures. The single audit section will contain the appropriate independent auditor's reports as required by OMB Circular A-133.
- 2.13 Review the ACFR for compliance with the GFOA and ASBO requirements for submission to the award programs and provide special assistance to the District to meet the requirements of these award programs and assist in responding to prior year comments.
- 2.14 Prepare report, edit and print one original report.
- 2.15 Arrange a conference with the appropriate District's representative if the examination requires that a management letter be issued to discuss the proposed management letter and an opportunity will be granted for a response to be made. This conference may be scheduled as a preliminary exit conference.
- 2.16 Prepare all data required and submit to the Federal Audit Clearinghouse as required by the U.S. Department of Commerce by November 25, or a mutually agreed upon date.
- 2.17 Present the ACFR to the Board of Trustees and answer questions concerning the ACFR or management letter at a regular scheduled Board meeting (usually in December or January).
- 2.18 Provide periodic briefings during on-site work with the Assistant Superintendent for Business and Director of Finance, whenever appropriate.
- 2.19 Perform an entrance conference and exit conference with the Assistant Superintendent for Business and Director of Finance.
- 2.20 The auditor should be available to provide accounting expertise as needed to the District staff.

3.0 Time Requirements/Report Deliverables (Dates provided are for the 2024 Fiscal Year Audit. A similar time schedule will be developed for audits of future fiscal years if the District exercises its option for additional audits.)

- 3.1. A detailed audit plan shall be provided to the District by May 15, 2024, both a detailed plan/schedule and a tentative list of all schedules to be prepared by the District.
- 3.2. The auditor shall complete fieldwork by October 4, 2024.
- 3.3 Offeror shall submit a preliminary report to District by November 1. A preliminary report in draft format must be delivered to the Assistant Superintendent for Business and Director of Finance for review by the District staff. This report must contain the audit report and will be prepared in conformity with GAAP and guidelines established by GFOA for its Certificate of Achievement for Excellence in Financial Reporting and by ASBO for its Certificate of Excellence Program and SDE Accounting guidelines.

- 3.4 Offeror shall have **final drafts** of the audit report(s) and recommendations to management available for review by the Finance Department by November 15.
- 3.5 Offeror shall submit a Final Report to District by November 25, or a mutually agreed upon date. The final report shall be provided an electronic file of the final ACFR delivered to the Director of Finance. Failure of the offeror to deliver by November 25, or a mutually agreed upon date, liquidated damages shall become effective. The penalty shall be one half of one percent of the contracted audit fee, per calendar day until delivery.

4.0 Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years from the completed audit date, unless the firm is notified in writing by Greenwood School District 50 of the need to extend the retention period. The auditor will be required to make working papers available, upon request by Greenwood School District 50.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditor to review working papers relating to matters of continuing account significance.

SCOPE OF WORK:

B. PROCUREMENT AUDIT REQUIREMENTS

The District seeks a qualified firm to provide a comprehensive procurement audit in accordance with SC Code 11-35-5340 (May 2019) for the Office of Procurement Services of Greenwood School District 50. The District shall be audited in accordance with the requirements of S.C. Code 11-35-5340, to determine compliance with Greenwood School District 50's Procurement Code in all material respects for the year audited.

Greenwood School District 50, hereinafter referred to as the "District", is soliciting proposals from certified public accountants for the purpose of completing a procurement compliance audit of the District's procurement program for fiscal years 2024, 2025, 2026, 2027, and 2028.

Evaluation of internal controls, efficiency and effectiveness of governmental agency procurement operations along with guidelines for School Districts are identified by the State of South Carolina's Division of Procurement Services. <https://procurement.sc.gov/audit>

The guideline found at the above link outlines the methodology used during the District's procurement audit and by no means addresses every requirement of procurement. Auditors are advised to complete a thorough study of Greenwood School District 50 Procurement Code, Regulations and internal procurement procedures.

The District's current procurement code is available on the District website.

Questions regarding state procurement requirements shall be directed to the Office of State of South Carolina Audit and Certification, Crawford Milling, CPA, CGMA, Director at 803-737-0647.

Awarded vendor shall conduct annual Procurement audit services for five (5) fiscal years. The period covered for audit is identified as follows:

- 1.0 Awarded offeror shall prepare reporting to address the Procurement auditing of fiscal years for each of the years as listed. The District is seeking a yearly procurement audit.
- 1.1 The initial year of the contract shall begin with 2023-2024 fiscal year. The fiscal year for the District

begins July 1 and ends on June 30. The District's Procurement records shall be available for audit fieldwork on or before September 15. The schedule of deliverables shall be as outlined below:

Year of Contract	Procurement Audit Period Term	Estimated Report Due Date
Year 1	July 1, 2023- June 30, 2024	January 15, 2025
Year 2	July 1, 2024 - June 30, 2025	January 15, 2026
Year 3	July 1, 2025 - June 30, 2026	January 15, 2027
Year 4	July 1, 2026- June 30, 2027	January 15, 2028
Year 5	July 1, 2027- June 30, 2028	January 15, 2029

2.0 Report Format

- 2.1 All reports must be reviewed in draft form with the Director of Procurement. The successful offeror shall agree to submit a final report to the district on a mutually agreed upon date.
- 2.2 An electronic file of the final report on compliance and internal control shall be delivered to the Assistant Superintendent for Business and Director of Procurement on a mutually agreed upon date.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Proposal Instructions: The Proposal shall include the information listed below, tabbed and indexed in the following sequence:

1. Official Proposal Form
 - 1.1 Enclose the Official Proposal Form, which must be completed and signed by a company officer with the authority to contract for services. This form is the first two pages of the Request for Proposals solicitation document.
2. Company Profile
 - 2.1 State whether your firm is local, regional or national.
 - 2.2 Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. Affirmations
 - 3.1 Affirm that the firm is a properly licensed certified public accounting firm.
 - 3.2 Affirm that the firm meets the independence standards of the Government Auditing Standards issued by the Comptroller General of the United States.
 - 3.3 Affirm that the firm does not discriminate in employment of persons upon the basis of race, color, creed, national origin, gender, age, or physical disability.
 - 3.4 Affirm that the firm does not have a record of substandard audit work.
 - 3.5 Affirm that the firm has in-depth working knowledge of and experience in Governmental Accounting audits.
4. Qualifications
 - 4.1 Identify the partner and supervisors who will work on the audit. Resumes for each supervisory person to be assigned to the audit shall be included. The resumes may be included as an appendix.
 - 4.2 State the size of the firm and the size of the firm's governmental audit staff. The audit firm must be able to demonstrate that the firm has sufficient staff and resources to easily perform the activities of this engagement.
 - 4.3 Provide a list of other audit engagements that occur in the same time frame included in this solicitation that have the same proposed staff. Include total hours for each staff member.

4.4 Describe the firm's recent audit experience, if any, with public sector clients, especially South Carolina public school districts. Include experience with preparation of ACFRs. Provide a list of similar clients worked for within the last ten years. Indicate the type of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

4.5 Describe the firm's experience and success with the certificate programs of GFOA and ASBO. Include the name of the governmental entity, date of certificate, contact person at the governmental entity, and their telephone number.

4.6 The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements. The review may be included as an appendix.

5. Firms Approach to the Examination (Bidders shall respond to each of the issues below)

Submit a work plan to accomplish the scope of the work defined in this solicitation. The work plan must include time estimates for each significant segment of the engagement, staff level classification, and hours to be assigned. If possible, individual staff members should be identified by name.

5.1 State whether the examination will be made in accordance with generally accepted auditing standards.

5.2 State the primary purpose of the audit is to express an opinion on the financial statements and that such an audit is subject to the inherent risk that errors or irregularities may not be detected. State that if conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, the auditor will promptly advise the Assistant Superintendent for Business and the Director of Finance. And finally, state that no extended service will be performed unless they are authorized in writing by the Assistant Superintendent for Business and Director of Finance.

5.3 The District has implemented GASB 77 (Tax Abatement Disclosures). Greenwood County has contracted with an outside consultant to compute the information needed to implement GASB 77 for the County as well as the other entities who have had tax revenues reduced through agreements entered into by Greenwood County. Please state whether the audit firm will rely on the information provided by Greenwood County for the District's GASB 77 disclosures or whether the District will be required to aggregate and compute this information themselves or pay another consultant directly to aggregate and compute this information for the FY24 and future audits.

6. Bidders Schedule/Cost Proposal – Pricing sheet.

7. Other Information

7.1 Statement of any litigation to which the Offeror has been a party in the last twelve months.

8. Statement of additional or optional services which are not requested in this Request for Proposal; that are offered for the benefit of the District.

In addition to forms and/or information required elsewhere in this solicitation, the bidder must provide a copy of any required contractor license(s). Failure to provide this information may make your proposal non-responsive.

SUBCONTRACTOR IDENTIFICATION: If you intend to subcontract with another business for any portion of the work, your offer must identify that business by discipline and/or responsibility. Identify potential subcontractors or specialists by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the District may evaluate your proposed Subcontractors.

V. BASIS OF AWARD

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

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

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

- Responsiveness to RFP (30%)
- South Carolina School District Experience (30%)
- Cost (15%)
- Availability of staff with professional qualifications and technical abilities (15%)
- Results of Peer Review/External Quality Control Reviews (10%)

VI. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR Proposals will be accepted from Offerors who are regularly established in the business called for, and who, in the judgment of the District, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

QUALIFICATONS – MANDATORY MINIMUM (a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications: Five (5) years proven experience with similar projects. (b) The Procurement Officer may, in his discretion, consider (1) the experience of a predecessor firm or of a firm's key personnel which was obtained prior to the date offeror was established and/or (2) any subcontractor proposed by offeror. (c) Provide a detailed, narrative statement providing adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation.

INTERVIEWS The District reserves the right to conduct interviews with the highest rank Offeror(s) to provide further information regarding the relative qualifications of the Offeror(s) to execute the prescribed scope of work. It is the sole discretion of the District to determine whether interviews are warranted or not upon final review of Offeror's qualifications.

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

SELECTION CRITERIA: Should the District elect to award a contract based on this solicitation, the award will be made to the firm whose proposal is determined to be the most advantageous to the District for both the financial and procurement audit. The right is reserved to reject any and all proposals received and, in all cases, the District will be the sole judge as to whether a firm's proposal has satisfactorily met the requirements of this solicitation. Upon acceptance a Statement of Award will be issued to the successful firm.

Before the award of a contract, any Offeror may be required to show that they have the necessary facilities, ability, and financial resources to perform the work in a satisfactory manner.

VII. TERMS AND CONDITIONS – A. GENERAL

Greenwood School District 50 reserves the right to make the final determination as to the Offeror's ability to provide the products or services requested herein.

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

BANKRUPTCY: (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 five (5) 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 DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. 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 (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by 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:

(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 Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State'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.

NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.

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

PAYMENT: (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 in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with the District's Procurement Code. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

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

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. 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.

SETOFF: The District shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract, any other contract with the District, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

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

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any

personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to 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: 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 – B. SPECIAL

CHANGES:

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the 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: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR'S LIABILITY INSURANCE:

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
- (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
- (d) claims for damages insured by usual personal injury liability coverage;
- (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- (g) claims for bodily injury or property damage arising out of completed operations; and
- (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:

- (i) Premises – Operations,
- (ii) Independent Contractor's Protective,
- (iii) Products and Completed Operations,
- (iv) Personal and Advertising Injury,
- (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims,
- (vi) Broad Form Property Damage including Completed Operations, and
- (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000
Products/Completed Operations \$1,000,000
Personal and Advertising Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage (Any one fire) \$ 50,000
Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-Owned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation.

(a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name every applicable governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.

(b) Prior to commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that

(i) names **Greenwood School District 50** (as identified on the Cover Page) as an additional insured,

(ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the District has been given at least thirty (30) days prior written notice, and

(iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory.

(c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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

CONTRACTOR'S USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

INDEMNIFICATION - THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon District. District shall not admit liability or agree to a settlement or other disposition of the suit

or claim, in whole or in part, without the prior written consent of Contractor. District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

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 District, State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of State Code Section 11-35-1830.

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 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.

PRIVACY – WEB SERVICES: 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 government. 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 joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD: The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. **The initial term of this agreement is from the effective date through February 28, 2025.** Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least one hundred eighty (180) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

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

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

VIII. BIDDING SCHEDULE/COST PROPOSAL

Name of Offeror as identified on the cover page: _____
 (Full legal name of business submitting the offer)

Authorized Signature: _____
 (Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

PRICE PROPOSAL (RFP): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document labeled **VOLUME II – PRICE PROPOSAL**.

Description	\$ Yearly Amount Submitted
COMPLETE YEARLY FINANCIAL AUDIT	
Fiscal Year 2023-2024	\$
Fiscal Year 2024-2025	\$
Fiscal Year 2025-2026	\$
Fiscal Year 2026-2027	\$
Fiscal Year 2027-2028	\$
Cumulative Financial Total for five years	\$
COMPLETE PROCUREMENT AUDIT	
Fiscal Year 2023-2024	\$
Fiscal Year 2024-2025	\$
Fiscal Year 2025-2026	\$
Fiscal Year 2026-2027	\$
Fiscal Year 2027-2028	\$
Cumulative Procurement Total for five years	\$
TOTAL COMBINED COST	
OTHER SERVICES	
Attach a separate sheet reflecting hourly rates that may be charged for additional work that is identified to be over and above the scope of the contract. Rates should be broken down by staff classification.	

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENT A

OFFEROR'S CHECKLIST

AVOID COMMON MISTAKES!

(Review this checklist prior to submitting your offer)

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

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your offer.

SUBMIT WITH OFFER:

- ✓ **Cover Page**
- ✓ **Page Two**
- ✓ **Information for Offerors to submit (Scope of Work/Specifications)**
- ✓ **Bidder's Schedule/Cost Proposal**
- ✓ **Vendor Profile & Questionnaire (Attachment B)**

ATTACHMENT B

VENDOR PROFILE & QUESTIONNAIRE

The Offeror must complete this profile & questionnaire which may be used in the evaluation process to help determine if an offeror is responsible.

Vendor Name	
Years in business under this name	
Current licenses:	

REFERENCES

The references provided below should reflect services of similar scope and size within the last 3 years.

Reference #1

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #2

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

Reference #3

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Description & Date of Services			

**END OF
SOLICITATION
#2324-006**