

 <p><b>LANCASTER COUNTY SCHOOL DISTRICT</b> Putting our children first</p>	<p><b>Lancaster County School District</b> <i>Request for Proposals</i></p>	<p>Solicitation Number Solicitation Issue Date Procurement Officer Phone E-Mail Address</p>	<p>202325 6/26/23 Trevor Hammond, NIGP-CPP, CPPB (803) 416-8828 <a href="mailto:Trevor.Hammond@lcsd.k12.sc.us">Trevor.Hammond@lcsd.k12.sc.us</a></p>
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DESCRIPTION: **Procurement Audit Services**

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

SUBMIT OFFER BY (Opening Date/Time): **7/25/23 at 10:00 AM – EST**

See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **7/13/23 at 10:00 AM - EST**

See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **Five (5) hard copies and One (1) hard copy original with One (1) Redacted copy on USB**

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

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

<p><b>PHYSICAL &amp; MAILING ADDRESS:</b></p> <p>Lancaster County School District Attn: Trevor Hammond, Procurement Director 300 South Catawba Street Lancaster, SC 29720 <small>See "Submitting Your Offer" provision</small></p>
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<p>CONFERENCE TYPE: <b>n/a</b> DATE &amp; TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small></p>		<p>PRE-BID LOCATION: <b>n/a</b></p>	
<p>AWARD &amp; AMENDMENTS</p>		<p>Award will be posted at the physical address stated above on or about 8/3/23. The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.lancastercsd.com">http://www.lancastercsd.com</a></p>	
<p>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.</p>			
<p>NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small></p>		<p>OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small></p> <p><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 _____</p> <p><small>(See "Signing your Offer" provision)</small></p>	
<p>AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small></p>			
<p>TITLE <small>(Business title of person signing above)</small></p>			
<p>PRINTED NAME <small>(Printed name of person signing above)</small></p>		<p>DATE SIGNED</p>	
<p>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>i.e.</i>, a separate corporation, partnership, sole proprietorship, etc.</p>			
<p>STATE OF INCORPORATION</p>		<p><small>(If offeror is a corporation, identify the State of Incorporation.)</small></p>	
<p>TAXPAYER IDENTIFICATION NO.</p>		<p><small>(See "Taxpayer Identification Number" provision)</small></p>	

**PAGE TWO**

(Return Page Two with Your Offer)

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

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

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

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

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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Minority Participation: Are you a SC Certified Minority Vendor: Yes  No ; If yes, SC Certification # \_\_\_\_\_  
 Are you a Non SC Certified Minority Vendor - Yes  No

**PREFERENCES - A NOTICE TO VENDORS:** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_ In-State Office Address same as Notice Address

# 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. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
  - A. General
  - B. Special
- VIII. Bid Schedule
- IX. Attachments to Solicitation

## I. SCOPE OF SOLICITATION

The purpose of this solicitation is to acquire services from a certified public accountant firm to provide independent audit services for fiscal year 2022-2023, 2023-2024, and 2024-2025 with an option to renew for two (2) additional one year periods if both parties are in agreement.

**Maximum Contract Period – Estimated:** Maximum contract period is five (5) years, with an option to renew for two additional years with the Superintendent’s and/or School Board’s approval.

## II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS:**

Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even if not capitalized, the following definitions are applicable to all parts of the solicitation, unless expressly provided otherwise.

1. **Amendment** – means a document issued to supplement the original solicitation document.
2. **Authority** – means the State Fiscal Accountability Authority or its successor in interest.
3. **Board** – means the Lancaster County School District Board of Trustees.
4. **Business** – means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
5. **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.
6. **Contract** - See clause entitled “Contract Documents & Order of Precedence.”
7. **Contract Modification** – means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled “Changes”, if included herein, authorizes the Procurement Officer to order without the consent of the contractor.
8. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
9. **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.
10. **District** – means Lancaster County School District (LCSD or District)

11. **Offer** – means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
12. **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.”
13. **Page Two** – means the second page of the original solicitation, which is labeled Page Two.
14. **Procurement Officer** – means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice. Procurement Officer means the Chief Procurement Officer.
15. **Solicitation** – means this document, including all its parts, attachments, and any amendments.
16. **Subcontractor** – means any person you contract with to perform or provide any part of the work.
17. **Us (or) We** - means the using government unit.
18. **Using Governmental Unit** – means the unit(s) of government identified as such on the Cover Page.
19. **Work** - means all labor, materials, equipment, services, or property of any type, provided or to be provided by the contractor to fulfill the contractor’s obligations under the contract.
20. **You and Your** – means Offeror

**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: [www.lancastercsd.com](http://www.lancastercsd.com). (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 bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Because this solicitation is posted electronically, the District may not be aware of all potential Offerors, particularly those that attained a copy from this web site or other unknown sources. ***It is the proposer’s responsibility to check this web site periodically to determine if any amendments have been issued. Any amendments issued by the District shall become a formal part of this solicitation.***

**Authorized Agent:** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

**Award Notification:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the cover page or, if applicable, any notice of extension of award. The date and location of posting will be announced at opening. 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:** The Procurement Officer is an employee of the district acting on behalf of the Lancaster County School District pursuant to the Lancaster County School District Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the district. The Board is not a party to such

contracts, unless and to the extent that the Board is a using district department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

**Certificate of Independent Price Determination:**

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

**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), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the offeror's responsibility. Failure of the offeror to furnish additional information as requested by the Procurement Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the district, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**Code of Laws Available:** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

**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). Please DO NOT use any form of correction tape or fluid if an error is made on the Bid Schedule or any other documents to be submitted with your bid. This can cause your bid to be rejected. Please mark through the error, writing the correct amount or information, and initialing the correction.

**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 designated purchasing office prior to the bid opening.

**Disclosure of Conflicts of Interest or Unfair Competitive Advantage:** You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the district may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

**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.

**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. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the solicitation that offeror does not bring to the District's attention. (See clause entitled "Questions from Offerors".)

**Ethics Certificate:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

**Omit Taxes from Price:** Do not include any sales or use taxes in your price that the District may be required to pay.

**Open Trade Representation:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.[02-2A083-1]

**Open Trade:** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

**Prohibited Communications and Donations:** Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

- (a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the District or its employees, agents, or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer.
- (b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.***

**Purchasing Liability:** The procurement department is acting under the authority given to it in the District's consolidated Procurement Code to procure contracts on behalf of the District and acts only as their agent in this respect. The resulting contract is between the District and the successful bidder and the procurement department bears no liability for any damages that any party may incur in the execution or enforcement of the contract.

**Questions from Offerors:** (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation, or any amendment, must be received by the Procurement Officer no later than twelve (12) days prior to opening unless an earlier date is stated on the cover page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. **We will not identify you in our answer to your question(s).** (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 bids in whole or in part (Article 5-1710 of the Lancaster County School District's procurement code).

**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 sub-line 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.

(f) Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples of descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).

**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's 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's name, followed by the words "by its Partner," and signed by a general partner. (c) If the offeror is a corporation, the offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the offeror is a joint venture, the



offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the offer must state that it has been signed by an agent. Upon request, offeror must provide proof of the agent's authorization to bind the principal.

**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 Lancaster County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District, 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 (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.

**Tax Credit for Subcontracting with Minority Firms:** Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a District contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return.

Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

**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. The withdrawal and correction of offers is governed by Article 5-1520 of the Lancaster County School District's Procurement Code.

## II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

**Clarification:** Pursuant to Article 5-1520.8, 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.

**Descriptive Literature - Labeling:** Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

**Unit Prices Required:** Unit price to be shown for each item.

## III. SCOPE OF WORK/SPECIFICATIONS

The Lancaster County School District is seeking a certified public accounting firm to provide independent procurement audit services. The procurement audit must be performed in accordance with generally accepted auditing standards. In addition, the procurement audit must be performed in accordance with the provisions of Standards of Governmental Organizations, Programs Activities and Function, issued by the United States Federal Accounting Office. The Procurement Audit program and the Internal Control Questionnaire issued by the State Fiscal Accountability Authority, Office of Procurement Services, may be reviewed by accessing their website <http://procurement.sc.gov/PS/PS-index.phtm>.

The specifications included herein are to be considered as providing minimum desirable features. Any limitations, deviations, or broader features quoted should be designated in your proposal. Otherwise, firms submitting proposals will be held to the specifications.

Any award resulting from this RFP is contingent upon approval by the Lancaster County School District Board of Trustees as referenced in the District's Procurement Code.

**Contract Administration:** Questions or problems arising after award of this contract shall be directed to the Procurement Director, Lancaster County School District, 300 S. Catawba Street, Lancaster, SC 29720.

## **GENERAL INFORMATION:**

**Geographical:** The Lancaster County School District Office is located at 300 South Catawba Street, Lancaster, SC 29720. Lancaster is approximately forty-five (45) miles south of Charlotte, North Carolina and sixty-five (65) miles north of Columbia, South Carolina. The school district consists of at least thirty-five (35) sites with the furthest sites being approximately twenty (20) miles north of Lancaster toward Charlotte, North Carolina and eighteen (18) miles south of Lancaster toward Camden and Columbia, South Carolina. All other sites are within ten (10) miles of downtown Lancaster. The Board of Trustees is responsible for the operational affairs of the District.

The District currently operates eleven (12) elementary schools (grades K-5), one (1) intermediate school (grades 5-6) five (5) middle schools (grades 6-8), and four (4) high schools (grades 9-12). The District also has a child development center, gifted and talented program, adult education center, and an alternative program. All schools in the District and the School District itself are accredited by the South Carolina Department of Education and are fully accredited by the Southern Association of Colleges and Schools.

The District is governed by a seven (7) member board of trustees elected by registered voters in the county, and has fiscal autonomy to approve and administer the District's fiscal budget.

The accounting software utilized by the District is the CSI SmartFusion package. All records, including payroll, purchase orders, paid invoices and other data are maintained in the finance department at the District office and in the Etrieve software application. All activity fund receipt books are kept at each school. All cash receipts for deposits are sent to the District Office Finance department.

The District accounts for funds in six (6) different fund categories:

1. General Fund
2. Special Revenue Fund (including Education Improvement Act Funds)
3. Debt Service Fund
4. Capital Projects Fund
5. Proprietary Fund (Food Service)
6. Fiduciary Fund (Pupil Activity Funds)

## **SERVICE REQUIREMENTS:**

### **Contractual Arrangement:**

1. The initial procurement audit shall be from July 1, 2022 through June 30, 2023.
2. This contract may be renewed for up to four (4) additional years. Subsequent audits will cover the following fiscal years: 2023-2024, 2024-2025, 2025-2026, and 2026-2027.

**Report Requirements:** The procurement audit report should be addressed to the Lancaster County School District Board of Trustees. A copy of the report is to be submitted to the SC Fiscal Accountability Authority, Office of Procurement Services.

A management letter is required and should include a statement of audit findings and recommendations affecting the procurement activities, internal controls, accounting systems, and other material weaknesses or reportable conditions. The District is willing to provide the maximum assistance possible to the successful firm without significant disruption to the District's daily operations.

The procurement audit report must state the scope of the procurement audit and that the procurement audit was performed in accordance with generally accepted auditing standards. It must also include an opinion as to whether the statements conform to generally accepted procurement principles.

**Report Review:** A conference must be arranged with the Procurement Director 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. Prior to the exit conference, at least four (4) preliminary typed draft copies of the procurement audit report will be made available to the Procurement Director for distribution and review by selected district officials. At least seven (7) working days will be provided for district officials to review the draft. The District will be given an opportunity to provide written responses to the comments in the management letter. Upon complete review of the final draft report and the final exit conference, the audit firm will deliver to the District, a minimum of twenty (20) copies of the final report bound and suitable for District use. The SC Fiscal Accountability Authority, Office of Procurement Services, must also receive one (1) copy of the changes to the first draft within three (3) working days.

**Time Considerations and Requirements:** The 2022-2023 procurement audit can commence on a date mutually agreed upon by the successful firm and the district. The 2022-23 audit must be completed no later than January 20, 2024. The final report must be presented to the District's Board of Trustees no later than Tuesday, February 20, 2024 by the firm's partner in charge. Upon contract renewal each year, subsequent audits may be scheduled at a time that is mutually agreeable by both the District and the audit firm. During the on-site work, periodic briefings should be held with the Procurement Director.

**Working Papers:** Working Papers will be retained by the successful firm for five years after the completion of each procurement audit. The working papers must be made available for examination without charge to the District and the SC Fiscal Accountability Authority upon request.

**MANDATORY REQUIREMENTS:**

All interested, qualified firms, must have a minimum of three (3) years of experience conducting procurement compliance audits for South Carolina K-12 clients. Evidence of work performed must be submitted in the reference section of your proposal.

**PROPOSAL CONTENTS:**

The District requires that at least one (1) hard copy original with four (4) hard copies and one (1) electronic CD format of the proposal be submitted to the Procurement Office no later than the date and time specified in the Proposed Procurement Schedule section of this solicitation. Any bids received after the scheduled deadline will be disqualified immediately in accordance with the District's Procurement Policy.

All bids must be complete, bound, and must convey all of the information requested by the District. If significant errors are found in a firm's proposal, or if a firm's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.

Each Offeror ***must*** respond with information in sequence to each of the following. Failure to respond to each of the items below may result in your proposal being deemed non-responsive:

1. ***Title Page:***
  - a. Should contain the name of the firm, address, responsible administrative officer, telephone number, date and contact person.
2. ***Table of Contents:***
  - a. Include an identification of the material by section and page number.
3. ***Letter of Transmittal: (one to two pages)***
  - a. Briefly state your understanding of the requested services and make a positive statement of your firm's ability, willingness and technical competence to perform such services.
  - b. Please list the person or persons who are authorized to make presentations for your firm, their titles, addresses and phone numbers.
4. ***Profile of Your Firm:***
  - a. State whether your firm is local, regional, or national.

- b. 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 your office. In addition, list any other offices that your firm operates in the state of South Carolina.

5. **Summary of Offeror's Qualifications:**

- a. Identify the partner and supervisor(s) who will be assigned to the audit. Resumes for each supervisory person to be assigned to the audit should be included.
- b. Please describe your firm's recent audit experience, if any, with public sector clients, particularly South Carolina public school districts. These should be procurement audit experiences of the office that will be assigned to conduct the audit for Lancaster County School District.

6. **Firm's Approach to the Examination:**

Submit a workplan and time estimates for each significant segment of the work to be completed and the qualifications of the staff to be assigned to each segment. Where possible, individual staff members should be named. Describe the availability of staff to provide assistance throughout the year as requested by the District.

7. **References:**

Offeror must provide a minimum of three (3) references, with a minimum of three years' experience auditing South Carolina K-12 clients. The references must be similar in scope and size to the District's project. Please provide a contact name and phone number for each reference given. Please be sure to indicate the fiscal year(s) of the audit(s).

***The District reserves the right to consider historic information and fact, whether gained from the offeror's proposal, references, or any other source. Should the references volunteer any information outside the specific questions, this information may be used in the evaluation process.***

8. **Additional Information:**

Provide responses to the following:

- a. What are the advantages of using your accounting firm?
- b. What type of support services (newsletter, industry programs, etc.) and informative consultation can your firm provide the District?
- c. Does your firm have a record of substandard work?
- d. **How can your firm help the District improve its procurement performance?**
- e. Has your firm ever sued or been sued by a client? If yes, please fully explain the circumstances.
- f. List all K-12 clients you have gained/lost over the past three years.

9. **Sample Audit:** Provide a sample audit for a school district or auditing format.

**COST PROPOSAL:**

Provide a breakdown of the anticipated total hours and hourly rate which will be required to complete the audit and the resulting ALL-INCLUSIVE FEE, including out-of-pocket costs. Also, this section should guarantee the District that all circumstances that are encountered which would warrant extended service, the District will be notified and no extended services will be performed until authorized in writing by the District.

***NOTE: Your Cost Proposal must be submitted with your technical proposal. However, it should be in a separate envelope from the technical proposal.***

**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. The District reserves the right to reject any and all

proposals received and, in all cases, the District will be the sole judge as to whether or not a firm's proposal has satisfactorily met the requirements of this solicitation.

### **EVALUATION CRITERIA**

All bids/proposals will be reviewed for purposes of determining responsiveness and responsibility. Any bid/proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a bid/proposal for review does not necessarily qualify the proposer or bid/proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your bid/proposal to be disregarded.

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. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

#### **1. *Mandatory Criteria:***

- a. Responsiveness of the proposal in clearly stating an understanding of the work to be performed and thoroughness in providing the information requested in this solicitation.
- b. Firm's ability to follow the State Audit Plan.
- c. Qualifications and experience of Staff.
- d. Cost of providing auditing services. *For evaluation purposes, costs must be submitted on the Cost Proposal form in section VIII.*
- e. Size and structure of the offering firm.
- f. Comprehensiveness of Audit Plan and reasonableness of time estimates.

### **NEGOTIATIONS**

The District's Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, he/she 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 ranked Offerors to such level of ranking as determined by the Procurement Officer.

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

**Information for Offerors to Submit – General:** Offeror shall submit a signed Cover Page, along with Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work/Specifications; V. Qualifications; VIII. Pricing Schedule; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

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

## V. QUALIFICATIONS FOR DETERMINATION OF RESPONSIBILITY

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

## VI. AWARD CRITERIA

**Award Criteria - Proposals:** 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.

**Unit Price Governs:** In determining award, unit prices will govern over extended prices unless otherwise stated.

## VII. TERMS AND CONDITIONS – A. GENERAL

**Assignment, Novation, and Change of Name, Identity, or Structure:** (a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty (30) days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership, or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-44.2180, which does not restrict transfers by operation of law.

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

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

**Contract 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) the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable (4) your offer (5) any statement reflecting the district's final acceptance (a/k/a "award"), and (6) 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation. (i) a purchase order or other instrument submitted by the district (ii) any invoice or other document submitted by contractor or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed 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(s) 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:** (a) 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 States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (b) 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.

- Price(s) shall include overhead, profit, insurance, rental equipment, power tools, travel, fuel, fuel surcharges, delivery, set-up charges, taxes, etc. The district shall not honor any hidden charges.

**No Indemnity or Defense:** Any term or condition is void to the extent it requires the district to indemnify. Defend, or pay attorney's fees to anyone for any reason.

**Notice:** (a) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) 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 Office address on the cover page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

**Payment & Interest:** (a) The District shall pay the contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the district. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "Page Two". (c) Notwithstanding any other provision, payment shall be made in accordance with Article 1-45 of the Lancaster County School District's procurement code, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the contractor's exclusive means of recovering any type of interest from the owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the district shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the district shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Article 1-45 of the Lancaster County School District's procurement code ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. § 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law equitable and statutory rights of set-off.

- All invoices for payment of purchases of goods or services shall be delivered to the Lancaster County School District's office.
- All payment for purchases of goods and services shall be paid by the district within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

**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.

- Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

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

**Taxes:** 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 therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled. 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 Chief 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**

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

**Changes:**

(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.

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

**Contractor's Liability Insurance:** (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. (b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(b) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations

performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(g) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

**Illegal Immigration:** 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]

**Indemnification – Third Party Claims – General:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction

of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the Lancaster County School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**Ownership of Data & Materials:** All data, material and documentation prepared for the district pursuant to this contract shall belong exclusively to the district.

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

**Restrictions on Presenting Terms of Use or Offering Additional Services:**

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not-for itself or on behalf of any third party-offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the district liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

**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 one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**Term of Contract – Option to Renew:** (a) 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. (b) Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**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 ninety (90) days prior to the expiration of the then current term.

**PROPOSED PROCUREMENT SCHEDULE:**

1. The *anticipated* procurement schedule is listed below:

Task	Date
Issue IFB/RFP	June 26, 2023
Deadline for Questions	July 13, 2023 at 10:00 am (EST)
Proposed Due Date/Time	July 25, 2023 at 10:00 am (EST)
Post Notice of Award or Notice of Intent to award ( <i>estimated</i> )	August 3, 2023
Execute Contract(s) ( <i>estimated</i> )	August 16, 2023

**INSTRUCTIONS TO OFFERORS:**

**All bids/proposals must be in a sealed envelope and have clearly marked on the envelope:**

Name of Firm  
Address  
Sealed Proposal # 202325  
Procurement Audit Services

Proposals must be submitted to:

Lancaster County School District  
Attn: Trevor Hammond, Procurement Director  
300 S. Catawba Street  
Lancaster, SC 29720

**NOTIFICATION:**

The contract resulting from this request shall be awarded to the most responsive and responsible offeror whose bid/proposal is determined to be the most advantageous to the District. However, the right is reserved to reject any and all, or portions of bids/proposals received, and in all cases, the District will be the sole judge as to whether an Offeror's bid/proposal has or has not satisfactorily met the requirements of the IFB/RFP. The District is not required to furnish a statement of the reason(s) why a bid/proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the IFB/RFP. The award to the successful proposer regarding this solicitation will be posted at 300 South Catawba Street, Lancaster, SC 29720.

Thank you for your interest in conducting business with the Lancaster County School District. We look forward to receiving your bid/proposal.

<b>Initial Audit for Fiscal Year 2022-2023</b>		\$ _____
2 <sup>nd</sup> year	(Optional) FY 2023-2024	\$ _____
3 <sup>rd</sup> year	(Optional) FY 2024-2025	\$ _____
4 <sup>th</sup> year	(Optional) FY 2025-2026	\$ _____
5 <sup>th</sup> year	(Optional) FY 2026-2027	\$ _____
	<b>TOTAL BID (five years)</b>	<b>\$ _____</b>

Offerors are to furnish on a separate page a detailed cost breakdown that includes the hourly rates of each audit team member, out-of-pocket expenses, etc. Also, please denote basis on annual increases.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Name of Firm \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature of Authorized Firm Representative \_\_\_\_\_

***My signature above confirms that I represent will deliver the proposed procurement audit(s) for the amounts listed above and that the fees quoted include all work necessary to audit all funds, including grants and any other special fund(s).***

## IX. ATTACHMENTS TO SOLICITATION

### OFFEROR'S CHECKLIST AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the district's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: “**Submitting Confidential Information**”. Do not mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!
- Make sure you have properly acknowledged all amendments. Instructions regarding how to acknowledge amendments are outlined in section entitled: “**Instructions to Offerors – A. General Instructions (Amendments to Solicitation)**”.
- Make sure your bid/proposal is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Make sure you properly mark the outside of your envelope with the bid number, due date, and time.
- Check to ensure your bid/proposal includes everything requested!
  - ❑ Cover Page – completed and signed
  - ❑ Page Two - completed
  - ❑ Bid Schedule – completed (to include name of company in space provided)
  - ❑ Company Profile and Reference Form (if required)
  - ❑ Evidence of Liability Insurance
  - ❑ Bid Bond, Certified Check or Cashier's Check (if required)
  - ❑ Appropriate Number of Copies Requested
- If you have concerns about this solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a prebid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading “**Instructions to Offerors – A. General Instructions - Questions from Offerors**” and any provisions regarding prebid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, **not** against this checklist.

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



## REFERENCES

A minimum of three (3) current references is required. Bidders who fail to meet this requirement will be disqualified, no exceptions. References must be from South Carolina K-12 Public School Districts.

**Reference #1:**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Project Scope: \_\_\_\_\_  
Project Value: \_\_\_\_\_  
Date Services Provided: \_\_\_\_\_

**Reference #2:**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Project Scope: \_\_\_\_\_  
Project Value: \_\_\_\_\_  
Date Services Provided: \_\_\_\_\_

**Reference #3:**

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Project Scope: \_\_\_\_\_  
Project Value: \_\_\_\_\_  
Date Services Provided: \_\_\_\_\_

**MINORITY AND WOMAN BUSINESS ENTERPRISE POLICTY AND REQUIREMENTS:**

a) Statement of Policy:

It is a practice of the Lancaster County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the District which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the District. Further, it is the practice of the District to encourage and promote, on an inclusionary basis, contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the School District of Pickens County will comply with this policy.

b) Subcontractor Participation:

The Lancaster County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

c) Business Utilization Report:

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with the Lancaster County School District. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

**Business Enterprise Utilization Report**

List all vendors/subcontractors to be used on this project. All MBE's or WBE's proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Lancaster County School District's Minority Business Enterprise Plan.

In column 6 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- FBE – Female Business Enterprise
- MAJ – Majority Business Enterprise

<b>Project Title</b>	<b>W/M Business Enterprise Name</b>	<b>Address</b>	<b>Contact Person(s)</b>	<b>Telephone #</b>	<b>Designation Code</b>

**Statement of Intent**

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Lancaster County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically the District seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Women Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Women Business utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Women Business Enterprise Program in the performance of this contract.

Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_