

 FAIRFIELD COUNTY SCHOOL DISTRICT	Fairfield County School District	Solicitation Number: 2223-15 Date Issued: March 18, 2024 Procurement Officer: Sheila Pickett, CPPB Phone: (803) 635-4607 Email Address: purchasing@fairfield1.org
	Request for Proposal (RFP) Addendum No. 1	

DESCRIPTION: STUDENT FEE PAYMENT SOFTWARE
<i>The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision</i>

SUBMIT OFFER BY: ~~April 16, 2024 at 10:00 a.m.~~ **April 30, 2024 at 10:00 a.m.**

LAST DATE FOR QUESTIONS: April 9, 2024 at 10:00 a.m.

NUMBER OF COPIES TO BE SUBMITTED: (3) original, (1) pricing proposal, (1) redacted copy, and (1) USB

SUBMIT OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL MAILING ADDRESS: Fairfield County School Purchasing Department 1226 US Highway By-pass South Winnsboro, SC 29180 Solicitation Number and Opening Date must appear on the envelope.	
CONFERENCE TYPE:	LOCATION:
ADDENDUM(S)	Any addendum(s) will be posted at the following web address: www.fairfield1.org
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to the following: <ul style="list-style-type: none"> • Bound by the requirements, terms, stipulations, and terms of the solicitation. • Comply with all applicable Federal and State Laws and Regulations relative to non-discrimination in employment practices. • Not guilty of collusion, with other vendors possibly interested in this bid, in arriving at or determining prices to be submitted. 	
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	<small>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Firm. The entity named as the Firm must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</small>
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO.
TITLE <small>(Business title of person signing above)</small>	OFFER'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)

PRINTED NAME (Printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (if offeror is a corporation, identify the state of incorporation.)
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HOME OFFICE ADDRESS (Address for offeror's home office/principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent)			
	Area Code	Number	Ext.	Facsimile
	E-mail Address			
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)			

ACKNOWLEDGEMENT OF ADDENDUM (S)

Offers acknowledges receipt of addendum(s) by indicating amendment number and its date of issue.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

<p>MINORITY PARTICIPATION:</p> <p>Are you a SC Certified Minority Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, SC Certification # _____</p> <p>Are you a Non-SC Certified Minority Vendor: Yes <input type="checkbox"/> No <input type="checkbox"/></p>

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

Proposals will be accepted until 10:00 AM on Tuesday, ~~April 16, 2024~~ April 30, 2024.

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

The District assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other such correspondence by the US Postal Service, electronic transmission, facsimile, or any other method.

LATE BID PACKAGES WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

INSTRUCTIONS TO OFFERORS

GENERAL:

DEFINITIONS: Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation: AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Fairfield County School District Board of Trustees

BUYER means the Procurement Officer.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

RESPONSIBLE Bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance, which may be substantiated by past performance RESPONSIVE Bidder means a person who has submitted a bid or offer, which conforms in all material aspects to the invitation for bids or request for proposals.

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

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

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract

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 website for the issuance of Amendments (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment, (4) by submitting a bid that identifying the amendment number and date in the space provided for this purpose on page 2. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer.

AWARD NOTIFICATION: Notice regarding any award, cancelation 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. Should the contract resulting from this solicitation have a total or 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/PROPSOAL AS OFFEROR 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 in this solicitation. 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 Board acting on behalf of the District pursuant to the Consolidated 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 governmental unit, 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 other offeror or competitor relating to:

- a. Those prices;
- b. The intention to submit an offer; or
- c. 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 case of a negotiated solicitation) unless otherwise required by law; and

(b) “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 subsidiary, division, or business segment, and similar positions).

(c) 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

(d) If Offeror is unable to certify the representations stated in paragraphs a)1) and 2), 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 for the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(e) 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

(f) 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 LAW AVAILABLE: The Fairfield County School District Procurement Code is available at www.fairfield1.org. The South Carolina Regulations are available at <http://www.scstatehouse.net/coderegs/statmast.htm>.

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 completing 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 principals 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 that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

DRUG FREE WORKPLACE CERTIFICATION: By submitting an Offer, Offeror 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 a 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.

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:

a.) Section 8-13-700, regarding use of official position for financial gain;

b.) Section 8-13-705, regarding gifts to influence action of public official;

c.) Section 8-13-720, regarding offering money for advice or assistance of public official;

d.) Section 8-13-755 and 8-13-760, regarding restriction on employment by former public official;

e.) Section 8-13-755, prohibiting public official with economic interest from acting on contracts;

f.) Section 8-13-790; regarding recovery of kickbacks;

g.) Section 8-13-1150; regarding statements to be filed by consultants; and

h.) Section 8-13-1342; regarding restrictions on contributions by contractor or 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 be filed.

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

PROTESTS: Any prospective Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the chief business official in writing of its intent to protest within seven business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code. Any actual bidder, offeror, or contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the chief business official of its intent to protest, may protest to the chief business official within fifteen days of the date of award or notification of intent to award, whichever is earlier, is posted and sent in accordance with the District's Procurement Code.

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 District during the period beginning eighteen months prior to the Opening Date.

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

QUESTIONS FROM OFFERORS:

a.) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc. must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to the opening unless an earlier date is specified on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause entitled "Duty to Inquire". We will not identify you in our answer to your question.

b.) 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.

All Questions shall be in writing and submitted to and received no later than the date on the Cover Page of this solicitation via email to purchasing@fairfield1.org.

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

RESPONSIVENESS/IMPROPER OFFERS:

a.) Bid as Specified. Offerors 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 and subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State 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 or 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.

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror.

a.) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

b.) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by the 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.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal governmental 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 workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If the 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.

SUBMITTING CONFIDENTIAL INFORMATION:

a.) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for making information exempt from public disclosure. Information not marked as required by the application instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS

EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

b.) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked “Trade Secret” or “Confidential” or “Protected”, (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

c.) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

d.) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret or protected. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive.

e.) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the “CONFIDENTIAL” every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(2) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the word “PROTECTED” every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

f.) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “Protected”. By submitting a response, you agree to defend, indemnify and hold harmless the District, its agencies, 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 or any of its agencies, that you have redacted or marked as “Confidential” or “Trade Secret” or “Protected”. (All references to SC Code of Laws.)

SUBMITTING A PAPER OFFER OR MODIFICATION:

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

b.) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled “OFFER ENCLOSED” on the face thereof.

c.) If you are responding to more than one solicitation, submit each offer in a separate envelope or package.

d.) Submit the number of copies indicated on the Cover Page.

e.) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by

the Solicitation.

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 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 the withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S C Code Section 11-35-1520 and Regulation 19-445.2085.

SPECIAL INSTRUCTIONS:

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

All costs associated with these criminal background checks are the responsibility of the contractor.

The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.

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

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

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

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

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

CONTENTS OF OFFER (RFP):

- a.) Offers should be complete and carefully worded and should convey all of the information requested.
- b.) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c.) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DESCRIPTIVE LITERATURE – LABELING: Include offer's name on the cover of any specifications or descriptive literature submitted with your offer.

DESCRIPTIVE LITERATURE – REQUIRED: Your offer must include manufacturer's latest literature showing complete product specifications.

PROTEST – ADDRESS: Any protest must be submitted in writing to the Coordinator of Purchasing, Sheila Pickett, CPPB, 1226 US Hwy 321 Bypass S Winnsboro, SC 29180 or to spickett@fairfield1.org.

SCOPE OF WORK

Student Fee Payment Software

Fairfield County School District (FCSD) District") invites all qualified providers to submit sealed proposals for the acquisition of Student Fee Payment Software, complying with the enclosed description and/or specifications and conditions for this solicitation. The District is currently using TylerTech Ivisions software. The District is made up of one high schools, one middle schools, one career and technology center, and five elementary schools.

MAXIMUM CONTRACT PERIOD: (estimated)

Initial contract will be for one year with the option to renew fours (4) additional years. Initial contract period will be ~~May 9, 2024~~ **June 10, 2024** – ~~May 9, 2025~~ **June 10, 2025** with option to renew through ~~May 9, 2029~~ **June 10, 2029**.

It is the intent of Fairfield County School District (hereinafter referred to as the "District") to solicit proposals for a Student Fee Payment Software. The district is made up of one high school, one middle school, one career and technology center, and five elementary schools with an enrollment of over 2,230 students.

This solicitation does not commit Fairfield County School District to award a contract, to pay any costs incurred in preparation of a proposal, or to procure any services that may be offered.

A. The Fee Payment platform must, at a minimum, include the following:

1. The ability to take payments, both in-person and electronically, whether initiated by parents or District personnel for all types of school fees, including yearbooks, clubs, classes, book and material fees, district events, parking passes, and other ad-hoc fee payment needs.
2. The ability to generate electronic QR Coded tickets for district events.
3. The ability to quickly sync data back and forth between the fee payment system and the District Student Information System (SIS). The payment system should be able to include the data synchronization activities during high-demand periods, such as beginning of school registration.
4. The ability to capture and identify the District personnel taking fee payments during a transaction.
5. The ability to generate bank deposit manifests for daily transactions by location and batch using District-specified batch naming convention.
6. The ability for District personnel to create, modify and make required forms as necessary to be completed by parents or guardians for student activities such as field trips, parking passes and other District sponsored events.
7. The ability to provide a parent portal for fee payment that is accessible during the yearly online registration process and anytime during the remainder of the school year.

8. The ability to provide Point of Sale fee payment for District-led events, including sports, theater, and other fundraising events.
9. The ability to apply convenience fees as a charge during the fee payment transaction.
10. The ability to integrate electronically with the District's financial system, whether through system calls or file generation and export/import.
11. The ability to integrate with the District's Student Information System, including the ability to receive data feed of students, parents and staff.
12. The solution must be able to translate outgoing and incoming messages into all languages that are used by the district families, which shall include but not be limited to: Spanish, Gujarati, Mandarin, Telugu, Vietnamese, Arabic, Portuguese, Mam, Russian and Tamil.
13. The ability to interact with the District's Food Service application and apply credit balances.
14. The ability to waive and/or prorate fees by the District and communicate this information to parents/customers.
15. The ability to capture payment for exam fees.
16. The ability to establish reduces or prorated fees.
17. The ability to prevent student's reduced/free status from appearing on printed and electronic media.
18. The ability for parents to authorize the transfer of excess funds from one chargeable account to another.
19. The ability to allow ticket by seat selection and payment for all District owned and maintained entertainment venues and sport facilities
20. The ability to group student payments together by parent and allow one payment transaction to pay for all fees incurred across multiple students.
21. The ability for parents, students and staff to review, export, or print existing fee payments history for student payments.
22. The ability to incur fines and fees for the damage, destruction, or loss of District assets, including computing devices and textbooks.
23. The ability for schools to take payment for both online and brick and mortar school stores.
24. The ability to restrict or allow permission for access to the fee payment system and data by individuals and schools.
25. The ability to notify parents of new, existing and outstanding fees via email.
26. The ability to tie each type of fee to ERP accounts using the existing district accounting code structure: XXX-XXX-XXX-XXX-XXXX.
27. The ability to integrate with the District ERP system either through API calls or export of system-ready files for import into the ERP.
28. A portal accessible by the general public as a method for making financial donations to the district.
29. The ability to generate charges without having them appear on an itemized receipt.
30. The ability to be compatible with assistive/adaptive technology.

B. The Fee Payment platform must, at a minimum, have the following reporting features:

1. The ability to provide a finance report by a combination of:
 - a. Location
 - b. Date
 - c. Date Range
 - d. Student
 - e. Account Number
 - f. Fees Paid
2. The ability to report on outstanding and unpaid payments.
3. The ability to report by District accounting codes.

4. The ability to generate reports and receipts showing fee payments made, including the ability to report late payment for non-existent payment fees. The software should be able to mark a payment as “late”.

C. The Fee Payment platform solution must:

1. Be compatible with all modern web browsers.
2. Offer an administrative application/interface and be scalable to smaller screens on web-based or other devices.
3. Be compatible with standard authentication methods, including SSO.

D. Data Protection & Security:

1. District data must be stored and transmitted in an encrypted format.
2. The solution and contractor must be FERPA, COPPA, CIPA and PPRA compliant.

E. Implementation & Support:

1. The solution implementation plan must include initial product onboarding for District Communications, Information Technology, Finance and School-based staff.
2. Solution onboarding must include a clearly outlined project plan with dates, a dedicated project manager, weekly meetings, regular status reporting, milestones, issue and resolution tracking, and scheduled payments based on deliverables.
3. Implementation process must include importation of current district outstanding student fees.
4. Contractor must provide a portal for the District to submit, view, and update support cases. A minimum of 10 users must be allowed access to use the portal.
5. Solution technical support must be 24 hours per day and 7 days per week year-round.
6. Solution support must include support for parents/guardians.

F. Training:

1. The Contractor will provide training of the services to District representatives designated by the District in order to demonstrate the features and functionality of the services. At the District’s request, the Contractor must provide additional user-based training.
2. The Contractor will conduct initial onside on-boarding training sessions with District staff designated by the District in order to explain and demonstrate the services. The training sessions will prepare for at least 50 staff from the District.
3. The Contractor will provide online training and ongoing support concerning the use and functionality of the services to key stakeholders of the District as requested by the Technology staff, Finance staff, Safety and Security staff, Principals, Assistant Principals, and other District Administrators.
4. The District will identify for the Contractor designated employees as principal contacts for communicating with Contractor regarding technical issues in the provision of the services, and must notify Contractor of such designation in writing within 30 days of the contract start date. The District may change its principal contacts by providing written notice to the Contractor.
5. The Contractor will identify for the District designated contractor employees as principal contacts for communicating with the District regarding technical issues in provision of the Services, and must notify the District of such designation in writing within 30 days of the contract start date. The Contractor may change its principal contacts by providing written notice to the District.

G. Secured Documents:

1. The solution should provide the capability to securely send, via encryption, documents embedded in an email or attached to the email.

2. The security of the message should be such that only the sender and recipient are able to view the email. An example of a document to deliver securely to parents/guardians would be a student's report card.

INFORMATION FOR OFFEROR TO SUBMIT

Submit three (3) technical proposals, one (1) pricing proposal, one (1) redacted copy of the technical proposal, and one (1) USB copy. In order for proposals to be evaluated, the Offeror must submit as a minimum the following information:

1. Completed and Signed Cover Page & Page 2
2. All other information and documents requested in this part and parts:
 - a. Special Instructions
 - b. Scope of Work
 - c. Qualifications
 - d. Bidding Schedule/Price Proposal
3. Any appropriate attachments

Attachments to Solicitations:

You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's AM Best rating; and whether the policy is written on an occurrence or claims-made basis.

Evaluation:

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for the purposes of evaluation:

The offeror shall submit a Technical Proposal and a Price Proposal of your offer in separate and distinct documents. In addition to your original offer, a redacted copy of the Technical Proposal is also requested. The offeror shall submit one (1) original Technical Proposal, one (1) original Price Proposal, three (3) copies of the original Technical Proposal and one (1) redacted copy of the Original Technical Proposal.

Technical Proposal:

The technical proposal shall be arranged in the following order:

Section 1: Introductory Documents

1. Cover Page and Page 2 of this solicitation
2. Executive Summary – a one- or two-page executive summary to briefly describe the Offeror's proposal. This summary should highlight the major features of the proposal.
3. Provide a sample of your software licensing agreement or SaaS agreement and service level agreement. Offeror must label these documents as "sample".

Section 2: Technical Approach

1. Affirm that your Offer complies with all requirements of this solicitation and respond to each requirement outlined in the Scope of Work/Specifications contained in Section III of this solicitation, point-by-point. Each response should clearly indicate whether your proposal meets or exceeds these minimum requirements, as appropriate. Offerors should explain in detail the method(s) used to meet or exceed each requirement. It is very important to state the RFP requirement and then respond below it.

2. Provide a work plan description, which includes a detailed proposed project schedule by task, as list of tasks, activities and/or milestones that will be employed to administer the project, and the task assignment of staff members and level of effort for each linked to the Price Proposal (Do NOT place any pricing in the Technical Proposal).

Section 3: Offeror’s Qualifications and Experience

1. A detailed descriptive statement indicating the Offeror’s credentials to deliver the services sought under this RFP, including description of your experience in providing fee payment solutions.
2. A detailed description of the Offeror’s background and organizational history to include:
 - a. Years in business
 - b. Location of offices
- c. A description of the Offeror’s organization’s number of employees, longevity, and client base, and;
- d. A narrative or chart description of the proposed project team, its members, their duties and the organizational structure.
3. Provide a list (with points of contact and their contact information) of all school districts in the last two years that you provided the proposed solution.
4. A software roadmap showing a high-level summary of your company’s vision and strategic objectives for the proposed solution.
5. Provide three references for which you have provided similar work. Include the following:
 - a. Name of the organization and how long your provided services
 - b. Name and Title of the individual at that organization who will provide a reference
 - c. Physical address, email address and telephone number of that individual

Pricing Proposal:

Pricing information shall not be provided in the Technical Proposal under any circumstances. In addition to information requested elsewhere in this solicitation, the Price Proposal must be clearly identified and must include a copy of Page 1 of this solicitation.

Outline all costs to be incurred for the services requested in the solicitation. Offeror is to provide a thorough and detailed presentation of all costs to be incurred by the District during the contract performance. The Price Proposal shall be submitted as a separate document.

Schedule.

The Proposal response must contain a statement to the effect that your Proposal is firm for a period of ninety (90) days from the Proposal due date or longer if so required by the District.

QUALIFICATIONS

MINIMUM QUALIFICATIONS

1. Provide information on company background; include size of firm, number of full time employees, number of years in business, and qualifications/location of key personnel that will be involved in providing the service. Provide the location from which the work is to be performed.
 - a. Offeror must have an office in South Carolina.
 - b. Offeror must have been in business for a minimum of 10 years and have been providing these types of products and services for that period.

- c. Offeror must have experience with K-12 educational clients (minimum of 5 percent K-12 educational clients and at least ten years continuous experience in K-12 education accounts).
2. Certify that your organization and any principal of the organization is not prohibited, suspended, or otherwise declared ineligible to contract or provide any services required by any federal, state or local public agency.
3. Disclose financial conditions (i.e. bankruptcy, pending litigation, planned closures, impending mergers, etc.) that may affect your firm's ability to perform contractually.
4. Offeror must, upon request, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this solicitation. The District reserves the right to make the final determination as to the Offerors ability to provide the services requested herein.

MINIMUM REQUIREMENTS

1. Describe how your organization is properly licensed, bonded, and/or insured. Coverage documentation must be submitted upon request.
2. Proposer must provide evidence, satisfactory to the District, of the following insurance requirements:
 - a. District requires Proposer to have and maintain the following insurance coverage and indemnification provisions.
 - b. Proposer agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:
 - General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate
 - Automobile Liability: \$1,000,000 including non-owned auto liability
 - Worker's Compensation: Statutory Limits
 - Errors and Omissions: \$20,000,000
3. Provide a detailed, narrative statement listing the five (5) most recent, comparable K-12 contracts and/or similar size within the last 3 years. Include the name of the organization(s), contact person, phone number, and email address. For each contract, describe how the services provided are similar to those requested by this solicitation, and how they differ.
4. List a minimum of five (5) references with contact information for SC 5-12 school districts.

AWARD CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any 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 Offeror concerning its ability to perform fully the contract requirements and the integrity and reliability of the Offeror will be reviewed. The submission of a proposal for review does not necessarily qualify the Offeror or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

During the evaluation process, the District, may, at its discretion, request oral presentations for all qualified bidders for the purpose of clarification or amplifying the materials presented. However, respondents are cautioned that the District is not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the broker.

The District reserves the right to accept or reject, in part or in entirety, any or all proposals, to negotiate with all qualified Offerors and to cancel in part or in entirety this solicitation if it is in the best interest of the District. Further, the District reserves the right to waive any or all informalities or technicalities in order to serve the best interest of the District.

An award resulting from this solicitation is for one (1) year from the date of award with option to renew each year for four (4) additional one-year periods if agreed to by the successful bidder(s) and the District. The total program may be in effect for five (5) years unless terminated by the District. The initial one year contract has an estimated start date of ~~May~~ June 9, 2024.

Selection will be based upon the following criteria, in order of importance. The offeror must respond to each concern:

1. General Requirements: 35 points
2. Qualifications/Experience: 20 points
3. Pricing: 20 points
4. References: 25 points

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall range from 0 to the total shown above, with 0 being the worst. All scores will be summed to give the total score. The maximum possible total score for the RFP response is 100 points. All committee members' scores will be summed to determine the grand total for each firm. Proposals will be graded solely on the criteria listed above.

An award announcement will be sent to all Offerors and will be posted on the district website: www.fairfield1.org



FAIRFIELD COUNTY SCHOOL DISTRICT

BIDDING SCHEDULE

RFP 2223-15 Student Fee Payment Software

RFP#2223-15 and Number(s) _____ of _____ Addendum/Addenda received. Proposal will be invalid without completion of this acknowledgement along with Amendments Section (pg. 2) or returned signed Addendum/Addenda/Amendments and the below pricing.

Offerors must provide a total cost of ownership to include all work associated with the RFP. Total Cost shall include the initial term of the contract and all renewal years for a total potential contract term of five years.

All submissions must provide pricing for the Total Fixed Cost of the contract. All costs associated with the offer must be listed and then totaled to state the total fixed cost for the entire contract period. The total cost of the proposed services must include all related and required items.

Breakout and show separately all costs for the requirement, including licensing fees, implementation costs, training costs, and support/maintenance fees. Also include the hourly rate for services that may be performed throughout the contract term. Failure to provide a breakdown may result in your offer being deemed non-responsive.

Total Fixed Cost for 5-year contract: \$ _____

Company Name: _____

Authorized Signature: _____
(same as page 1)

Printed Name from Above: _____

Date: _____

ATTACHMENTS TO SOLICITATION:

All Attachments are a requirement for this solicitation.

- A. Reference Sheet
- B. Bidder Information Sheet
- C. Fairfield County School District

List References Required Under This Solicitation:

School/Company Name #1 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #2 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #3 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #4 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

School/Company Name #5 _____
Representative Name _____
City & State _____
Phone _____
E-mail _____
Project _____

BIDDER INFORMATION

I, the undersigned, certify that this bid does not violate any Federal or State antitrust laws.

Bidder's Federal ID or Social Security Number: _____

Please attach copy of W-9 form.

All bidders who are authorized to collect South Carolina sales tax must state their South Carolina tax registration number.

South Carolina Tax Registration Number: _____

Is your company a minority-owned company? Yes ___ No ___ OSMBA Cert # _____

Bidder Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

In compliance with the invitation and subject to all conditions thereof the undersigned offers and agrees, if this bid is accepted within 60 days from the date of opening, to furnish any or all items quoted on at prices as set forth after the item and make delivery, immediately after receipt of order, delivered, all transportation costs included and prepaid and unless otherwise stated and accepted herein.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

(Printed or Typed)

NEW VENDOR FORM

Vendor/Company/Entity Legal Name (Must match TIN below) _____

Taxpayer Identification Number (TIN): _____ or _____
Federal Employer I.D. Number Social Security Number

Business Address _____

City _____ State _____ Zip Code _____
Street PO Box

Contact Person _____ Title _____

Telephone _____ Fax _____ Email _____

Federal Tax Classifications (Please select one)

- Individual/Sole-Proprietor/Single Member LLC Corporation – C or S: _____ Partnership
 Limited liability company (C, S, or P): _____ Non-Profit

Indicate number of years firm has been in business under the present name: _____

Principal Activity (Please select one) Labor Material Other: _____

List the principal type of service(s) or product(s) that are being provided: _____

The company is applying for certified status as a:

- Minority Owned Business (MBE) Woman Owned Business (WBE)

Minority Status of Owner(s)

- African American Asian Aleut Caucasian Female
 East Indian Eskimo Native American Other: _____

Citizenship Status of Minority Owner(s): United States Other: _____

Certified 8(a) by US Small Business Administration Yes No

Certified by the SC Department of Transportation Yes No

Are you licensed to do business in South Carolina, as well as locally, including all business licenses?

Yes No

I certify that all information provided as part of this certification is true and accurate.

Signature _____ Printed Name _____ Date _____

AWARD & CONTRACT TERM

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning establish date. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

All purchases are subject to the Fairfield County School District's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

TERMS & CONDITIONS

1. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Coordinator.
2. **BANKRUPTCY:** (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to Fairfield County School District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. **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.
4. **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 Coordinator, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Coordinator, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Coordinator shall be void and of no effect.
5. **DISCUSSIONS WITH BIDDERS:** After opening, the Procurement Coordinator may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

6. **DISPUTES:** (1) **Choice-of-Forum.** All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Coordinator in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by Fairfield County School District regarding an Agreement is not a waiver of either the District's sovereign immunity or 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 this solicitation. (2) **Service of Process.** Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an 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, 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.

7. **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 60741.5(a), which are hereby incorporated by reference.

8. **FALSE CLAIMS:** According to the S.C. Code of Laws Section 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.

9. **FORCE MAJURE:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

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

11. **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.

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

13. **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 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.

14. **SETOFF:** The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing

to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

15. **SURVIVAL OF OBLIGATION:** 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.

16. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS:** Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.

17. **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.

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

SPEICAL INSTRUCTIONS

1. CHANGES:

(1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Coordinator 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 Coordinator 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.

2. COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

3. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS: The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. Fairfield County School District shall be listed as Certificate Holder.

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

COMMERCIAL GENERAL LIABILITY:

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

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

Combined Single Limit	\$1,000,000
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WORKERS COMPENSATION: State Statutory

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names Fairfield County School District (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

5. **CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
6. **CONTRACTOR'S OBLIGATION:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.
7. **DAMAGES LIMITATION:** Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.
8. **DEFAULT:** 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 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.
9. **DESCRIPTIVE LITERATURE:** Your offer must include manufacturer's latest literature showing complete product specifications.
10. **DISPOSAL OF PACKAGING:** Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
11. **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 814-60, "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 subcontractor's 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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. **INDEMNIFICATION-THIRD PARTY CLAIMS:** Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify Fairfield County School District, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District.

The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

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

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

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

16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.

17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.

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

19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.

20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Coordinator may terminate this contract in whole or in part, for the convenience of the District. The Procurement Coordinator shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Coordinator may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies-The Procurement Coordinator may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Coordinator: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Coordinator, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Coordinator does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Coordinator may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Coordinator and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Coordinator shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

21. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

22. IRAN DIVESTMENT ACT OF 2014: (S.C. Code Ann. §§ 11-57-10, et seq.) The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PSIPS-irandivestment.phtm> Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list.

MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY

Statement of Policy

It is the policy of Fairfield 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 vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of Fairfield County School 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 Fairfield County School District will comply with this Fairfield County School District policy.

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