



Solicitation Type:	Request for Proposal (RFP)
Solicitation Number	2021-19RF
Date Issued	10/5/2020
Procurement Officer	Rickey Frazier
Phone	(843) 429-3680
E-Mail Address	Rfrazier001@horrycountyschools.net
Address	HCS, Procurement Office
Mailing:	Physical:
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

DESCRIPTION: Comprehensive Background Screening and Verification Services
USING GOVERNMENTAL: Horry County Schools

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

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

SUBMIT OFFER BY (Opening Date/Time): **10/28/2020 /2:00 p.m. (EST)** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY(Date/Time): **10/22/2020 /2:00 p.m. (EST)** (See "Questions From Offerors" provision)

SUBMIT QUESTIONS TO: rfrazier001@horrycountyschools.net

NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3 **Initial here _____ if NO redacted copy is necessary**

This document contains the bidding instructions, scope of work, and the contractual terms and conditions applicable to the solicitation referenced above which is being issued and conducted by Horry County Schools.

See "Submitting Your Offer" provision.

CONFERENCE TYPE: <input type="checkbox"/> MANDATORY <input type="checkbox"/> NOT MANDATORY <input checked="" type="checkbox"/> Not Applicable DATE & TIME: Click or tap to enter a date. at (EST) As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: N/A
--	----------------------

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e
-------------------------------	--

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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions)

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)	
TITLE (Business title of person signing above)	
PRINTED NAME (Printed name of person signing above)	
DATE SIGNED	

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

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
---	---

COVER PAGE HCS (MARCH 2020)

<p>HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)</p> <p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p>	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p> <p>Area Code: Number: Extension: Facsimile:</p> <p>E-Mail Address:</p> <p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>
<p><input type="checkbox"/> Payment Address same as Home Office Address</p> <p><input type="checkbox"/> Payment Address same as Notice Address (check only one)</p>	<p>Order E-Mail Address:</p> <p><input type="checkbox"/> Order Address same as Home Office Address</p> <p><input type="checkbox"/> Order Address same as Notice Address (check only one)</p>

ACKNOWLEDGMENT OF AMENDMENTS: Offerors 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 (%)		

MINORITY PARTICIPATION

Please answer the following questions:

1. Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina? Yes No
 If yes, provide certification number: _____. If no, would you qualify as a MOB/WOB based on the District's requirement of at least fifty-one percent (51%) ownership by a woman or person of ethnic (non-white) origin? Minority-owned Woman-owned

PROCUREMENT CARD

Do you accept purchasing (VISA) cards to facilitate ordering and payment? Yes No

Is your processing of credit cards at 1st Tier, 2nd Tier, or 3rd Tier (highest level of purchase detail)? (You may need to call your credit card processing provider and ask them for this information.)

ACKNOWLEDGEMENT

Have you clearly listed any deviations from the requested specifications and fully explained such deviations? Yes No

Failed projects, suspensions, debarments, and significant litigation exist. None exist Yes If yes, below is a list of failed projects, suspensions, debarments, and significant litigation exist.

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the Offeror should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the Offeror by notation in the lower left corner of the cover of each Offeror with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offerors shall be signed by only those Company officials or agents duly authorized to sign bid/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if Offeror is submitting confidential information, 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, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

Offerors shall submit original complete offer in two (2) separate Volumes/Attachments, labeled as follows:

Volume 1 – Proposal

Volume 2 – Cost Proposal

Return all with boxes checked:

- (1) Original of complete offer Uploaded to the URL provided below:**
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

- (1) Redacted copy Uploaded to the URL provided below:**
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>

TABLE OF CONTENTS

- 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. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

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

It is the intent of the Horry County Schools, Office of Procurement Services (OPS) on behalf of the Human Resources Office (HRO) to solicit offers from qualified contractors to provide a district term contract for Comprehensive Background Screening Verification Services of applicants in accordance with all requirements stated herein.

MAXIMUM CONTRACT PERIOD – (ESTIMATED): Start date: 01/05/2021 End date: 01/04/2026. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract – Effective Date / Initial Contract Period".

The contract resulting from this solicitation will be a one (1) year contract with four (4) additional one-year renewal options. The maximum potential contract life is five years. The Superintendent may extend this contract for an additional two (2) years through 01/04/2028.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS:

DEFINITIONS: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

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

BOARD means the Horry County Schools Board of Education.

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 means all types of Horry County Schools agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

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

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

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

DAYS means calendar days.

DISTRICT means Horry County Schools. HCS means Horry County Schools.

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

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

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

PROCUREMENT OFFICER means any person acting within the scope of his/her authority and duly authorized by Horry County Schools to enter into and administer contracts and make written determinations and findings with respect thereto.

YOU and YOUR means Offeror.

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

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

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

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>. (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. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AUTHORIZED AGENT:

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Chief Procurement Officer or designee is the only Horry County Schools official authorized to bind the District with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be posted on the Horry County Schools website at <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=2f302e8a-69b0-407b-a21a-3368d004365e>. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, in addition to the posted notice, notice of intended award will be sent to all Offerors responding to the Solicitation, except when only one (1) response is received. Any award resulting from this Solicitation will not be effective until the sixteenth day after such notice is given. When only one response is received, the notice of intended award and the sixteen day delay of award may be waived. [02-2A010-2]

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Horry County Schools. 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. [02-2A015-1]

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Specialist in writing, documenting the fact(s) of Offeror's error. [02-2A020-1]

BID IN ENGLISH and DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

BOARD AS PROCUREMENT AGENT:

The Procurement Officer is an employee of the Board acting on behalf of the Horry County Schools pursuant to the HCS Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-2]

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

(a) By submitting an offer, the Offeror certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to:
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(a)

- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (2) Offeror and/or any of its Principals
- (3) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (4) 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
- (5) 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.
- (6) 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.

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to Horry County Schools, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CODE OF LAWS AVAILABLE (MODIFIED): The Horry County Schools District Procurement Code is available at: Procurement.horrycountyschools.net.

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

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of Horry County Schools or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated Horry County Schools Office of Procurement as instructed on the Cover page prior to the bid opening. [R.19-445.2070(G)] [02-2A050-1].

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, Horry County Schools 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. [02-2A047-2]

DRUG FREE WORKPLACE 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. [02-2A065-1]

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. [02-2A070-2]

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 Horry County Schools may be required to pay. [02-2A080-1]

OPEN TRADE REPRESENTATION (JUN 2015): 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]

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 protest within fifteen days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [Section 11-35-4210] [02-2A085-1]

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 Horry County Schools or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Specialist.*** All communications must be solely with the Procurement Specialist.] [R. 19-445.2010]

(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. [02-2A090-1]

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 Specialist no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Specialist, 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) Horry County Schools seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Specialist -- 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. [See R. 19-445.2140] [02-2A095-2]

(All questions should be received no later than the "QUESTIONS MUST BE RECEIVED BY" date/time as noted on the cover page. The preferred method of receiving questions is via e-mail with the subject **QUESTIONS 2021-19RF** and a Microsoft Word attachment using the following format:

Question Number	Section Reference	Page Number	Question

REJECTION/CANCELLATION: Horry County Schools may cancel this solicitation in whole or in part. Horry County Schools may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

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

(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. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-2]

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, you agree not to discuss this procurement activity in any way with Horry County Schools or its employees, agents or officials. All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to Horry County Schools or its employees, agents or officials prior to award.

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint 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. [02-2A115-1]

SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as 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 processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information is available online at:
http://www.horrycountyschools.net/pages/Horry_County_Schools/Students_Parents/How_HCS_makes_weather-related

SUBMITTING CONFIDENTIAL INFORMATION: (An overview is available at <https://procurement.sc.gov/legal/general-info>) 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 or (b) privileged and confidential. 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, Horry County Schools 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, Horry County Schools 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 Horry County Schools, 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 Horry County Schools that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

SUBMITTING YOUR OFFER OR MODIFICATION: Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "VENDOR REGISTRATION MANDATORY" and "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES:

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. 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. 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. 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.

TAXPAYER IDENTIFICATION NUMBER:

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

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

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

VENDOR REGISTRATION MANDATORY (MODIFIED MARCH 2020):

The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link: <https://vrapp.vendorregistry.com/Vendor/Register/Index/horry-county-schools-sc-vendor-registration>. Once registered, suppliers must keep their information current.

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. [02-2A150-1]

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

CLARIFICATION: Pursuant to Section 11-35-1520(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.

CONTENTS OF OFFER (RFP)(MODIFIED):

(a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) The contents of your offer must be

divided into two (2) parts, the technical proposal and the business proposal. Each part should be bound in a single volume or each file should be uploaded separately if required to be submitting electronically.

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

DESCRIPTIVE LITERATURE – LABELLING: Include Offeror's name on the cover of any specifications or descriptive literature submitted with your offer. [02-2B045-1]

DISCUSSIONS & NEOGITATIONS (RFP): Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the District may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(l)] the District may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, HCS may elect to disregard the negotiations and accept your original proposal.

ELECTRONIC FILES – REQUIRED MEDIA AND FORMAT (REVISED MARCH 2020):

Documents and/or electronic files submitted shall contain the solicitation number and the offeror's name, and be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. If required by the solicitation, your business and technical proposals must be within separate files. [Rev02-2B070-2]

MAIL PICKUP: The District Office picks up all mail from The US Postal Service once daily around 10:00 a.m. (excluding weekends and holidays). See provision entitled Deadline for Submission of Offer.

OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

ON-LINE BIDDING INSTRUCTIONS (REVISED MARCH 2020-MODIFIED): (a) Mandatory Registration. You must register before you can submit an offer on line! See clause entitled "VENDOR REGISTRATION MANDATORY."

(b) Steps for On-Line Bidding

1 The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

2 Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you.

3 **Only offers with an email status of "Vendor Bid File Submittal" have been received by the District.**

Offers with a status of "saved" have not been received.

If you have trouble entering your offer, call the Vendor Registry at 844-802-9202 or cservice@vendorregistry.com. The Procurement Office is not able to assist you in entering your offer.

It is **STRONGLY** recommended that you enter your bid online well before the bid opening date and time.

OPENING PROPOSALS – PRICES NOT DIVULGED (RFP): In competitive sealed proposals, neither the number nor identity of Offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST-CPO – HCS ADDRESS: Any protest must be addressed to the Chief Procurement Officer, Horry County Schools, and submitted in writing (a) by email to rstrickland@horrycountyschools.net, (b) by facsimile at (843) 488-6945, or (c) by post or delivery to 335 Four Mile Road, Conway, SC 29526 or PO Box 26005, Conway, SC 29528-6005.

III. SCOPE OF WORK / SPECIFICATIONS

a. BACKGROUND:

Pre-employment Criminal Background

Applicants are able to apply for the position via the system, then HRO screens the applicants and forwards the information to the hiring manager. The hiring manager interviews and selects the candidate. This information is provided to HRO to begin the hiring process. All potential new hires are required to have a background check performed before they can be offered a position with HCS. Contractor will notify the selected applicant electronically to allow them to provide their information via a self-service system to generate the criminal background search, however, on occasion the information is entered by HRO staff to generate the background search. The District will use these services to assist in making hiring decisions in accordance with District Policy.

Volunteer Verification Screening

The Horry County Schools Human Resources Office (HRO) currently performs background screening verification on volunteers. A volunteer is defined as an individual who receives no compensation or who is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual is employed to perform for the District. The annual number of volunteer applicants screened is approximately 4,000 per year. All 52 schools have a designated school site volunteer coordinator who collects the prospective volunteer signed application and forwards the printed application to the Division of Human Resources. The District does not regularly include verification of National Criminal Background or motor vehicle report as a portion of the standard check, but may make periodic requests for these services.

The District currently have two contracts, one for background screening of pre-employment applicants and another for volunteer screening. However, with Request for Proposal 2021-19RF the District would like to combine the two contracts into one; Thereby facilitating the screening of pre-employment applicants, substitutes, current employees and volunteers with a consolidated web-based system. The District currently has an employee base of approximately 5,900 personnel.

b. SCOPE OF WORK:

It is the intent of the Horry County Schools, Office of Procurement, to solicit an experienced and qualified firm/contractor to provide an implemented web-based, vendor hosted screening system to perform a Comprehensive Criminal Background Screening and Verification Reporting Services for pre-employment; And a comprehensive background check for the screening of volunteer applicants, in accordance with all requirements stated herein for all locations within Horry County Schools District. The objective of this procurement is to improve access and time management by implementation of an automated system for submission and retrieval of background reports from a single-point solution. Furthermore, this will allow applicants access to an online system to enter their information as well as compliance with all Policies and Regulations related to background screening verifications. These specifications require the firm/contractor to provide all required professional services to include a dedicated account manager, service supervisor, labor, materials, initial and ongoing training, technical support, maintenance services, software updates, supplies and equipment necessary to provide requested services.

b.1 MINIMUM REQUIREMENTS PRE-EMPLOYMENT:

Background checks will be required on potential new hires and active employees as deemed necessary by HRO. The National Sex Offender Database search must be automatically performed in conjunction with every background check to comply with the SC law regarding the National Sex Offenders database search. (Reference S.C. Code, 1976 Section 23-3-430). All employees must successfully complete a pre-employment background screening before a formal employment offer is made. This screening includes the "Required Service Categories" for all potential new hires to include Statewide Criminal Background Search, County Criminal Background Search for all Counties, Federal Criminal Background Search, Social Security Number Trace and National Sex Offender. Searches should include address movers/trace, result of charges, criminal history, convictions and deferred adjudication and pending cases no less than seven (7) years.

Contractor will notify the selected applicant electronically to allow them to provide their information via a self-service system to generate the criminal background search, however, on occasion the information is entered by HRO staff to generate the background search. Contractor shall be responsible for obtaining the social security number, date of birth and previous addresses of the pre-applicant via a secure login. On occasion, the HRO staff may need to have the ability to enter the applicant's information into the system to generate the background check.

Once results on pre-applicant are obtained, contractor will auto-notify HRO with those results electronically and/or status of a delay in search.

Provide statewide, all county, and federal criminal background searches to include misdemeanor and felony defenses, the dates and disposition.

Provide an international criminal background searches to include misdemeanors and felony defenses, the dates and disposition.

Provide legal counsel, preferably in-house counsel, to assure adherence to applicable legal and regulatory issue.

Provide a helpdesk for dispute resolutions, to assist applicants resolve and or remove unrecognized/unauthorized offenses.

Provide and maintain the website throughout the term of the contract and ensure that the website is always available.

Security:

Provide a website using encryption and authentication standards to protect the confidentiality of web transactions. All information should be transferred over the Internet encrypted. The District envisions at least three security measures: password protection, controllable access rights for administrators, and encrypted internet data transmission. This is essential for the safe transmission of confidential personal information. The website should be user friendly and efficient in the ordering of criminal background checks and receiving detailed reports by designated District human resources representatives.

Nonpublic" information (not disclosable under applicable federal, state, or local law or regulation) and "essential" information (which if lost or corrupted may disrupt operations essential to provision of Horry County Schools services) shall be encrypted prior to and during storage, and during transmission over the internet, using encryption meeting strong, modern cryptographic methods. Passwords, email, and FTP file transfers containing nonpublic or essential information, shall be encrypted during transmission.

Provide data security certification, steps and protocols that protect each applicant's personal information.

Provide a written implemented privacy policy to protect applicant's data against the release, loss or misuse of any personally identifiable information collected, produced and processed Provide secure socket layer (SSL) encryption protection of electronic transmission for online activity by users and log in processes.

The System's data must be secure with encryption and prevent the release of confidential information.

The System must assign a unique password to each user.

Ability to fully function securely on wireless and tablet.

The System must have an import Batch Loading capabilities.

Provide system logs and audit trails of all actions taken by users.

Website and data must be protected against unauthorized use.

Provide a report of all security violations, within 24 hours.

System shall support aggregating permission/rights into security groups or roles.

Testing, Quality Control, and Data Integrity:

The system should be well tested, and the offeror should pursue rigorous quality control measures that assure consistent and reliable functioning. Proposals should include a general description of testing and quality assurance measures taken during development and should describe how these and any other followed procedures ensure the consistent performance of the solution.

Data Integrity and preservation are of paramount importance to the District. Offerors should describe all measures taken to protect

against database corruption or data loss, including system features and recommended backup procedures. Proposals should specifically address how these features and procedures protect against data compromise during restart, update, and upgrade procedures.

Access to Screening Request/Reports:

Must have capability for the District to place requests on-line via the internet; ability for District to review all states included in requests; receive reports via the internet; and ability for the District to access archives of reports received.

Shall ensure that information is kept confidential and shall not release or sell database or mailing list. South Carolina is governed by laws and regulations that make certain information confidential as well as specifying how public information is released. The Contractor and Contractor's personnel shall not divulge any information to a third party without the prior written approval of the district.

Verification/checks are to be used for HCS business only and are not to be added to Contractor's database or any other employer's needs.

Provide timely and accurate reports, available electronically, that include the results of each pre-employment background screening. Reports shall include results of successfully completed background screenings, as well as those that could not be completed, along with providing an explanation for any service that could not be completed. Search capabilities must be included in the ordering system to allow the HCS to perform searches based on date, applicant name, screening type, etc.

Sample Website Requirements:

Provide a secure internet website URL with access to be used by the district evaluation team to verify the website meets the service requirements.

Website shall have capability for the district evaluation team to view examples of detailed reports and findings of the criminal background checks.

System Technology Platform/Functional Requirements:

The District's primary data warehouses for employee and financial information systems run on Microsoft SQL server.

HCS uses primarily a Windows based computing environment. Operating systems include primarily Windows 7 with a small number of Windows XP and Windows Vista.

The District requires a fully feature, Web-based Solution that is written in an industry standard language.

The District requires a web-based solution that does not require installation of any client software on administrator workstations. Use of the system should be browser independent and operating platform independent. System should be accessible using all major currently supported browsers (i.e., Internet Explorer, Firefox, Safari, Chrome) and fully functional on PC running Microsoft Windows 7, XP, Vista.

System must provide electronic signature and electronic disclosure consent acknowledgement.

Provide a privacy notice for submitted information.

Unlimited user id access at no charge.

The proposed system must require online users to submit a valid e-mail address that will be associated with that person's account. The e-mail should be verified to receive electronic communication. Any process affecting that user account will use that e-mail.

Must have help desk support for cases when self-service facilities do not work.

Allow Print and reprint of documents.

Ability to archive and access documents/search results.

System Support/Updates:

Provide system release process that furnishes scheduled system updates at no charge to HCS.

Provide a means to report system outages, critical system issues, etc. to the Contractors technical team on a 24/7 basis. The Contractor will continue to provide end-user support for passwords and logins.

Shall include effective documentation, online help, and other user-directed support and training

b. 2 MINIMUM REQUIREMENTS VOLUNTEER SCREENING:

A user-friendly, point-and click secure web-based system with the following salient characteristics:

Ability to manage, facilitate and retrieve background screening reports with status indicators based on standard or customized criteria for easy identification of important information that requires immediate attention.

Allows the applicant the ability to enter their information directly into the secure online web-based system without the need of data entry by HCS personnel. Collect and store applicant's information with electronic signatures.

Routable workflow approval process to HCS authorized personnel and/or School Site Coordinator for approval prior to initiating background verification screening.

Ability to notify applicants' and/or HCS authorized personnel via email upon approval.

Ability to notify applicants' and/or HCS authorized personnel via email prior to the expiration of a currently approved applicant at least 30 days prior expiration.

Ability to identify applicants' that do not meet policies established.

Ability to share secure data with multiple locations as determined by a user ID or password.

Electronically view and route reports to multiple locations within the HCS network. Reports should identify/ approve / disapprove of applicant and identify the level of approval based on the volunteer guidelines established by the District.

Ability to design and coordinate custom reports as needed for the HR Office at no additional cost.

Ability to eliminate a duplicate report on an individual. Describe the process to eliminate a duplicate report on an individual.

Ability to fully function securely on wireless devices including cell phones and tablets.

Provide a helpdesk online chat feature.

Provide software updates at no additional cost.

The National Sex Offender Database search must be automatically performed in conjunction with every background check to comply with the SC law regarding the National Sex Offenders database search (Reference S.C. Code, 1976 Section 23-3-430).

Perform comprehensive National Sexual Offender and Sexual Predator Register, statewide criminal search, county criminal search, federal criminal search, motor vehicle report, and other background screening services as appropriate. Offeror shall affirm that criminal records, sex offenders status, and motor vehicle report records can be obtained for each state.

Criminal Record Searches should include address movers/trace, result of charges, criminal history, convictions and deferred adjudication and pending cases. Explain the methodology of process and the internal systems used to facilitate the

searches.

Operational procedures that ensure security and accuracy for reporting, including procedures for dealing with claims or disputed accuracy.

Provide legal counsel, preferably in-house counsel, to assure adherence to applicable legal and regulatory issue.

Provide a dispute resolution service, to assist applicants resolve and or remove unrecognized/unauthorized offenses.

Shall ensure that information is kept confidential and shall not release or sell database or mailing list. South Carolina is governed by laws and regulations that make certain information confidential as well as specifying how public information is released. The Contractor and Contractor's personnel shall not divulge any information to a third party without the prior written approval of the district.

Verification/checks are to be used for HCS business only and are not to be added to Contractor's database or any other employer's needs.

The Contractor shall comply with all applicable Federal, State, and County police/resolutions and laws applicable to Pre K - 12 Education entities as well as timely implementation of compliance with future changes to laws and regulations. Current laws and regulations include but are not limited to the Federal Fair Credit Report Act (FCRA) and the Investigative Consumer Reporting Agencies Act.

Ability to segregate billing for services by multiple locations and/or individual background record if deemed necessary by the District. The District's contract with the awarded Contractor and the fees paid will be made directly to and only to the awarded contractor.

Background information must be available in a timely manner. From time to time requests may require expedited processing outside of agreement to turnaround time. All offerors are to describe what procedures will be necessary for these rare occasions.

The Contractor shall maintain credentials and/or licenses required to perform services herein during the term of the contract.

The provision of a toll-free telephone access to customer service representative during the District's normal business hours, 8:00 a.m. to 5:00 p.m. EST, Monday through Friday.

The Contractor shall be available to meet (can be telephonic) with HCS authorized personnel and, if need be, the applicant to answer questions and resolve any issues or discrepancies with regard to results of background investigations without additional costs to the district and/or applicant.

Maintain professional liability insurance throughout the term of the contract.

b. 3 HCS RESPONSIBILITIES:

The background check to be performed shall be based on consultation between the authorized school site coordinators and the Office of Human Resources.

The Office of Human Resources shall review the final reports which have issues /hits and make the decisions as to which volunteer applicants' are approved or if additional approvals are necessary.

HCS will not be responsible for settling disputed information on behalf of an applicant.

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries shall be made and all services provided to the location specified by the District in its purchase order.

TECHNICAL SUPPORT – INCLUDED: Upon request, contractor shall provide technical assistance or service at a date, time and location mutually agreed upon by the contractor and ordering school. Such assistance shall be available 8:00 A.M.

until 5:00 P.M. Eastern Standard Time Monday through Friday without any additional cost to the School.

TRAINING: Upon request, contractor shall provide training to fully take advantage of the services. Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training refresher/updated technology basis.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

Please submit the following information: Describe the procedures and cost associated with an expedited processing request. From time to time requests may require expedited processing outside of agreement to turnaround time. This information will not be used when evaluating price; it is for informational purposes only. (refer to section IX attachments, document titled Background Timetable). Cost information shall be included in Volume 2-Cost Proposal.

Describe any additional value-added services such as visual id cards, the procedures and cost associated with the service to include replacement visual id cards and other services. Cost information shall be included in Volume 2- Cost Proposal. This information will not be used when evaluating price, it is for informational purposes only. (refer to section IX attachments, document titled Additional Value Added Services).

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

PROPOSAL FORMAT

To the extent possible, proposals should be prepared on 8-1/2" x 11" paper, maximum of sixty (60) pages. Proposals shall include a table of contents and corresponding page numbers. Pages should be consecutively number in the right-hand corner and each page shall have a header indicating the name of the offeror.

At least one (1) copy of the proposal should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the proposal by notation in the lower left corner of the cover of each volume with the words "SIGNED ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Proposals shall be signed by only those Company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations. Each additional copy must be bound separately.

Offerors are encouraged to keep proposals concise and to the point. Elaborate brochures are not needed and are discouraged. The District shall not furnish payment of materials, labor or facilities for either the development of a proposal.

Additionally, Offeror 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, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

PROPOSAL CONTENTS

To be considered for award, all offers shall include, as a minimum, the following information. All information should be presented in the order listed:

Detailed Written Proposal: Cover letter, a signed Cover Page and Page 2. Offeror's understanding of the services to be provided and its approach for meeting the service requirements outlined in Section III-Scope of Work/Specifications section of this solicitation. Provide detailed plans and/or procedures to complete each required task under Scope of Work/Specifications;

respond in the order in which tasks are presented using the same letters & numbers format. Explain how the organization will design, implement and manage the services requested herein to meet the needs of the district in compliance with State and Federal Regulations.

Describe what measures have been taken to ensure the security of all online activity and information.

List any security breach and how it was handled and what impact was experienced by customers as a result. If none, state such.

Describe record keeping, storage, and retrieval procedures and how records are backed up and systems for disaster recovery.

Provide sample reports of standard management reports that are available.

Provide a sample of completed background reports.

Describe billing methods and provide sample of invoice for services.

Provide, in detail, any exceptions to the requirements found under the SCOPE OF WORK and plan that explains how the offer will overcome any deficiencies or lack of required services.

Provide in detail any additional services or capabilities that exceed the requirements of the RFP.

Qualifications and Experience:

Include a brief history of offeror's experience in providing work of similar size and scope preferably to Pre K – 12 Educational entities. A minimum of 5 references with whom offeror **currently provides services** required herein to Pre K – 12 Educational entities preferably in three (3) separate states to include: the name of the business, address, contact person, telephone and/or email address of contact person who can discuss the work performed by the offeror and the length of time these services have been provided to that organization. The District prefers that Horry County Schools not be listed as a reference. The District reserves the right to contact any, all or none of the references provided pursuant to this section. (refer to section IX attachments, document titled Vendor Profile and Questionnaire) Provide a list of contact information of the representative who will be performing under this contract. Provide information about the experience level of the individuals who will be responsible for managing our account. Provide evidence of professional liability insurance. Affirm that offeror complies with all applicable Federal, State, and local laws, rules, regulations and statutes. Affirm that research staff have and will maintain credentials and/or license(s) required to perform under the resulting contract. Provide details regarding any accreditations in professional organizations such as the National Association of Professional Background Screeners (NAPBS).

Cost Proposal: Price Proposal to include a Total Price for completing services. Price Proposal must be as a separate attachment.

SUBMITTING REDACTED OFFERS (MODIFIED): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." 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, (ii) show the empty space from which information was redacted, and (iii) be submitted on a CD/Thumb/Flash drive. Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred. Redacted copy must be readily accessible to copy or print by HSC.

Redacted copy must be accessible for reproduction and distribution by HCS upon request under the Freedom of Information Act. If your offer does not contain "Confidential Information", no redacted copy is required.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In

evaluating an Offeror's responsibility, the State Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of HCS, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

QUALIFICATION-MANDATORY MINIMUM: (a) In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- (a) HCS prefer the Offeror be a company currently engaged in the business of providing a web-based comprehensive criminal background pre-employment verification and volunteer applicant screening for Pre-K-12 Educational entities for a minimum of five (5) years.
- (b) Provide professional liability insurance.

QUALIFICATION-REQUIRED INFORMATION (MODIFIED): In order to evaluate your responsibility, offeror shall submit the following information:

- (a) List of failed projects, suspensions, debarments, and significant litigation. If none exist, state such. You can denote your response on page 2.

VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSALS (RFP): Award will be made to the highest ranked, responsive and responsible offerors; whose offers are determined to be the most advantageous to the District. [06-6030-1]

AWARD TO MULTIPLY OFFERORS: Award maybe be made to more than one Offeror. [06-6035-1]

COMPETITION FROM PUBLIC ENTITIES: If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004)

DISCUSSIONS AND NEGOTIATIONS – REQUIRED (RFP): No award will be made to an Offeror until after negotiations have been conducted with that Offeror. As provided in Section 11-35-1530, negotiations must begin with the highest ranking Offeror; accordingly, submit your best terms from both a price and a technical standpoint. In addition, make sure your offer is responsive; the District will not evaluate or negotiate with a non-responsive Offeror, and ordinarily, nonresponsive proposals will be rejected outright without prior notice. The District may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted during discussions, the District may elect to consider only your unrevised initial offer, but only if your initial offer is responsive. If a satisfactory contract cannot be negotiated with the highest ranking Offeror, the District may elect to conduct negotiations with other Offerors. As provided in Section 11-35-1530(8) the District also may elect to make changes within the general scope of the request for proposals and provide all responsive Offerors an opportunity to submit their best and final offers. Negotiations may involve both price and matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals. [06-6059-1]

EVALUATION FACTORS – PROPOSALS: 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. [06-6065-1]

	Maximum Points
A. Qualifications and Experience - Failure to provide sufficient information and /or complete information will affect the score in this section.	0 - 45 Points
B. Cost Proposal – To be submitted separately; VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL.	0 - 30 Points
C. Detailed Written Proposal - The degree, completeness and suitability of the Offeror's proposed solution to meet or exceed the requirements.	0 - 25 Points
Total Possible Points	100 Points

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. GENERAL

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

AFFIRMATIVE ACTION: During the term of the contract, contractors will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

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 Horry County Schools. 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 HCS 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 cancellable and subject to immediate termination by HCS upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer , if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting HCS' 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 HCS or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by HCS. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

CONTRACT VIOLATION: During the term of the contract, contractors who violate this contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations, include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

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 HCS 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 a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

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

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

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

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

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

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified on Cover Page. Notice to HCS shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE (JUN 2015): 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]

PAYMENT & INTEREST: (a) Unless otherwise provided in this Solicitation, HCS 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 HCS. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, 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, HCS 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 HCS shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended. (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.

PAYMENT WITH PROPER INVOICE: Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:

- Name of business concern
- Contract number or other authorization for delivery of service or property
- Complete description per individual line item
- Price and quantity of property or service actually delivered or executed.
- Shipping and payment terms.
- Name where applicable
- Title, telephone number and complete mailing address of responsible official to whom payment is to be sent; and
- Other substantiating documentation of information as required by the contract.

Invoices shall be provided to the Office of Human Resources location for processing. An itemized invoice shall be provided even if payment is made with a District purchase card.

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

PUBLICITY: Contractor shall not publish any comments or quotes HCS employees, or include HCS 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 Horry COUNTY SCHOOLS. 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.

RECORDS RETENTION AND RIGHT TO AUDIT: Horry County Schools has the right to audit the books and records of the vendors they pertain to this purchase order, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for three (3) years from the date of final payment under the purchase order.

The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of purchase order performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

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

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

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by HCS, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by HCS. It shall be solely HCS' 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 HCS to contractor, contractor shall be liable to HCS for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

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 Horry County Schools. 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 HCS 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 cancellable and subject to immediate termination by HCS upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

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 HCS 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.

CISG: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

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

CONFERENCE – PRE-PERFORMANCE: Unless waived by the Procurement Officer, a pre-performance conference between the contractor, district and Procurement Officer shall be held at a location selected by the district within five (5) days after final award, and prior to commencement of work under the contract. The responsibilities of all parties involved will be discussed to assure a meeting of the minds of all concerned. The successful contractor or his duly authorized representative shall be required to attend at contractor's expense.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE–SOFTWARE LICENSING–SINGLE AGENCY:

Notwithstanding the clause entitled "Contract Documents & Order of Precedence," but as provided in the clause titled "Software Licensing Agreements–Single Solicitation," any contract awarded pursuant to this solicitation shall not include a software licensing agreement. [07-7B042-1]

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

CONTRACTOR'S LIABILITY INSURANCE – GENERAL(FEB 2015) (MODIFIED):(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

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

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

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

(c) Horry County Schools, and the officers, officials, employees and volunteers, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

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

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. [07-7B056-2]

CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY: [ASK QUESTIONS NOW: For products providing the coverages required by this clause, the insurance market is evolving. Our research indicates that the requirements stated herein reflect commercially-available insurance products. Any Offeror having concerns with any specific requirements of this clause should communicate those concerns to the Procurement Specialist well in advance of opening.]

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims 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, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for: information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims - Disclosure Of Information" and "Information Use And Disclosure;" and

(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than five million (\$5,000,000.00) dollars per occurrence and ten million (\$10,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Horry County Schools, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the District, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

(j) Prior to commencement of the work, the Contractor shall furnish the District with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Specialist 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 policy declarations and any endorsements required by this section, at any time.

(k) 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 clause are or will be changed, cancelled, or replaced.

(l) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

(m) 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. [07-7B058-1]

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

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

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative

and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.

5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

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

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

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

DEFAULT: (a)(1) HCS may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause). (2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If HCS terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources

in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, HCS may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which HCS has an interest.

(f) HCS shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. HCS may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of HCS, be the same as if the termination had been issued for the convenience of HCS. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of HCS, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of HCS in this clause are in addition to any other rights and remedies provided by law or under this contract.

ESTIMATED QUANTITY - PURCHASES FROM OTHER SOURCES: HCS may bid separately any unusual requirements or large quantities of supplies covered by this contract.

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

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either:

(a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or

(b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION - THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION:

(a) Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which arise out of or in connection with a disclosure of District information (as defined in the clause titled Information Security - Definitions) caused in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.

(b) Indemnitee must notify contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is

without waiver of an Indemnitees attorney/client, work product, or other privilege) and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capably prosecuted. Indemnitee may participate in contractor's defense of any action at its own expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened action unless such settlement, compromise or consent (i) includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect an Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.

(c) Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.

(d) "Indemnitee" means Horry County Schools, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B102-1

INTELLECTUAL PROPERTY INFRINGEMENT: (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. District shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. District shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon District. District shall reasonably cooperate with Contractor's defense of such claim.

(b) In the event an injunction or order shall be obtained against District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by District. If neither (1) nor (2), above, is practical, District may require that Contractor remove the acquired item from District, refund to District any charges paid by District therefor, and take all steps necessary to have District released from any further liability.

(c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.

(d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

INFORMATION SECURITY – DEFINITIONS:

The following definitions are used in those clauses that cross reference this clause:

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

Data means a subset of information in an electronic format that allows it to be retrieved or transmitted.

District information means information (i) provided to Contractor by, or generated by Contractor for Horry County Schools, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.

Information means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Public information means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

Software means any computer program accessed or used by the District Unit or a third party pursuant to or as a result of this contract.

Third party means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

Unrestricted information means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

Web-based service means a service accessed over the Internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS:

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

Clearing means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

Intrusion means an unauthorized act of bypassing the security mechanisms of a system.

Media means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

Safeguarding means measures or controls that are prescribed to protect information.

Voice means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the District information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect District information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process District information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. District information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain District information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit District information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect District information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process District information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf.

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer District information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts*. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to District information.

(e) *Other contractual requirements regarding the safeguarding of information*. This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

INFORMATION SECURITY – LOCATION OF DATA:

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing District information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

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

OPEN TRADE (JUN 2015): 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]

OWNERSHIP OF DATA & MATERIALS: All data, material and documentation either prepared for HCS pursuant to this contract shall belong exclusively to HCS.

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

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

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

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

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

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

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

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

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

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

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

PROCUREMENT CARD: Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa.

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.

SaaS SOLUTION SOLICITATION MODIFICATIONS:

If the Contractor provides only SaaS solution(s) for the provision of Services under this solicitation, certain modifications are hereby made to the solicitation. The following clauses shall be stricken as inapplicable:

- SOFTWARE LICENSING AGREEMENTS–SINGLE SOLICITATION
- CONTRACT DOCUMENTS & ORDER OF PRECEDENCE–SOFTWARE LICENSING–SINGLE AGENCY

SERVICE PROVIDER SECURITY REPRESENTATION:

The following obligations are subordinate to any other contract clause to the extent the other clause specifically provides for enhanced safeguarding of District information, applicable information systems, or applicable organizations. Offeror (i) warrants that the work will be performed, and any applicable information system (as defined in the clause titled "Information Security - Definitions") will be established and maintained in substantial conformity with the information provided in Offeror's Response to SPSAQ; (ii) agrees to provide the District with prompt notice of any material variation in operations from that reflected in the Response to SPSAQ; and (iii) agrees to comply with all other obligations involving either information security or information use and disclosure imposed by the contract, notwithstanding any inconsistent statement in Offeror's Response to SPSAQ. To the extent Offeror's Response to SPSAQ does not conform to any other contractual requirements, the District's lack of objection does not constitute a waiver [07-7B217-1]

SHIPPING / RISK OF LOSS:

F.O.B. Destination. Destination is the shipping dock of HCS' designated receiving site, or other location, as specified herein. (See Delivery clause). [07-7B220-1]

SOFTWARE LICENSING AGREEMENTS–SINGLE SOLICITATION:

(a) Definitions. As used in this clause, these terms are defined as follows:

"Commercial Off-The-Shelf (COTS) Software" means software used with no customization and for which source code is not made available to licensees.

"Configuration" means any customer-specific modification to software that does not require changes to the software's source code, such as rules-based, rules engine based, or parameter driven modifications to configure the software.

"Customization" means any customer-specific modification to software that requires changes to the software's source code.

"Firmware" means software sold or licensed only in conjunction with machines, designed for execution only on a machine with which it is provided, designed only for machines other than a dedicated computer, and embedded into or installed on the machine by the machine's manufacturer or seller.

"Licensor" means an entity that owns the intellectual property rights for an item of software or has the authority to license or sublicense the software directly to the District.

"Software" means a combination of computer instructions and data definitions that enable computer hardware to perform computational or control functions, excluding firmware.

"Software licensing agreement" means any agreement, regardless of how designated, that defines the intellectual property rights for, or the rights to use, any software product. A software licensing agreement must address only terms directly associated with licensing the right to use the software and must not address any of the work governed by the contract or any services (other than warranty services regarding the software code or associated documentation).

"Software maintenance" means the process of modifying software after delivery to correct faults, improve performance or other attributes, or adapt to a changed environment. (Reference ISO/IEC 14764:2006, as amended or superseded.) Software maintenance does not include any customization or configuration.

"Software product" means any product which you propose to provide pursuant to the contract.

"Source code" means computer instructions and data definitions expressed in a form suitable for input into an assembler, compiler or other translator.

(b) Contract and Software Licensing Agreement are Separate. The State seeks to establish related but independent agreements, one with each applicable licensor and one with the contractor - regardless of whether the licensor and the contractor are the same or different entities. As provided in the clause titled "Bid / Proposal As Offer To Contract," a contract between the District and the contractor results from an award made pursuant to this solicitation. In contrast, the District's acceptance of your offer does not serve as the District's acceptance of any software licensing agreement; rather, software licensing agreements must be separately executed in order to be binding, regardless of whether the license to use the software will be granted by you or a third party. The contract, as defined in the clause titled "Definitions," will address all work (excluding the use rights for any software product) and all terms regarding pricing, payment, and delivery of any software product. Accordingly, the District intends to pay contractor in order to acquire license rights for any software product, but the license rights will be governed by a software licensing agreement with the licensor.

(c) **Critical Instructions.** (1) Your offer must identify each software product you propose to provide, identify the licensor, and explain which of the following licensing models apply: (i) you intend to license (or sublicense) the item directly to the District, or (ii) you intend to "resell" or distribute the item to the District (with licensing handled directly with the third-party licensor). (2) **Your offer must NOT include any software licensing agreements; however, for any software product identified in your offer, you must submit a software licensing agreement upon request of the Procurement Specialist.** You must be prepared to provide any requested software licensing agreement within one business day of receiving a request. (3) Regardless of your licensing model, your price must include the cost of providing every software product you propose to provide to the District and those terms will form part of the contract.

(d) **Pre-Condition of Award.** If the work you are offering to perform is dependent upon the licensing of a software product by the District and the District is unsuccessful in negotiating an acceptable software licensing agreement for any software product for which it finds such an agreement necessary, your offer will be rejected. [07-7B224-1]

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 (1) 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: 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 (1) year, unless contractor receives notice that the district elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE – INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

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

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

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

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

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any

sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

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

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

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

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

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

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

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

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

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

PRICE AND BUSINESS PROPOSAL (RFP): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document in the original online submission of your offer from the Technical Proposal: [08-8015-1]

Offerors must complete the Price proposal AND the attached spreadsheet in accordance with the instructions on the Vendor Instructions tab of the spreadsheet. There is one tab for each lot of the solicitation and offerors **must** bid on all lots to be responsive.

You **MUST** carefully read and follow the instructions on completing the spreadsheet. If you modify the spreadsheet in anyway, your bid for that tab will be considered non-responsive. You **MUST** use the spreadsheet that is attached to this solicitation and you may **NOT** substitute one of your own design in lieu of the attached spreadsheet. If you do **NOT** submit the proper spreadsheet with your offer your bid will be deemed non-responsive.

The offeror will complete the Excel spreadsheet with unit and extended price for each lot. There are tabs on the bottom of the spreadsheet for each lot/area. The "Total Extended Price for Lot X" shown on each lot tab is the Total Price for that lot only.

There will be a total to add to each lot. You will enter the total lot amount for each tab. You **MUST** upload this entire spreadsheet along with cover page one and two.

Pass-through fees apply to some tests-depending on federal/state/county records being accessed. These fees are actual fees (if applicable) charged per State in addition to fees stated below.

Quantities indicated below are estimates and are subject to change based on actual requirements.

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
1	4,000	LOT		
Item Description: Lot 1- Volunteer Verification Screening				

Line Number	Quantity	Unit of Measure	Unit Price	Extended Price
2	1,700	LOT		
Item Description: Lot 2- Pre-Employment Applicants Criminal Background Checks				

IX. ATTACHMENTS TO SOLICITATION

ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

ATTACHMENT - NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

ATTACHMENT - VENDOR PROFILE & QUESTIONNAIRE

ATTACHMENT - SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

ATTACHMENT - HORRY COUNTY SCHOOLS VOLUNTEER INFORMATION/APPLICATION SUBMISSION

ATTACHMENT - VENDOR APPLICATION

Instructions for Non-Resident Taxpayer Registration

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY (JAN 2016)

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420. https://dor.sc.gov/forms-site/Forms/I312_05182015.pdf

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

IX. ATTACHMENTS TO SOLICITATION – ATTACHMENT- VENDOR PROFILE & QUESTIONNAIRE

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

Vendor Name	
Years in business under this name	
Current licenses:	

REFERENCE #1

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Date/Duration of Services Relationship			
Description of Services:			

REFERENCE #2

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Date/Duration of Services Relationship			
Description of Services:			

REFERENCE #3

Company Name			
Address			
City, State, Zip			
Contact Name		Title	
Contact Phone		E-Mail	
Date/Duration of Services Relationship			
Description of Services:			

IX. ATTACHMENTS TO SOLICITATION – ATTACHMENT- SERVICE PROVIDER SECURITY ASSESSMENT QUESTIONNAIRE

Instructions: (1) Attach additional pages or documents as appropriate and make sure answers cross reference to the questions below. (2) As used in this Questionnaire, the phrase "government information" shall have the meaning defined in the clause titled "Information Security." (3) This Questionnaire must be read in conjunction with both of the following two clauses (a) Service Provider Security Assessment Questionnaire – Required, and (b) Service Provider Security Representation.

1. Describe your policies and procedures that ensure access to government information is limited to only those of your employees and contractors who require access to perform your proposed services.
2. Describe your disaster recovery and business continuity plans.
3. What safeguards and practices do you have in place to vet your employees and contractors who will have access to government information?
4. Describe and explain your security policies and procedures as they relate to your use of your contractors and next-tier sub -contractors.
5. List any reports or certifications that you have from properly accredited third-parties that demonstrate that adequate security controls and assurance requirements are in place to adequately provide for the confidentiality, integrity, and availability of the information systems used to process, store, transmit, and access all government information. (For example, an ISO/IEC 27001 compliance certificate, an AICPA SOC 2 (Type 2) report, or perhaps an AICPA SOC 3 report (i.e., a SysTrust or WebTrust seal)). For each certification, describe the scope of the assessment performed. Will these reports / certifications remain in place for the duration of the contract? Will you provide the state with most recent and future versions of the applicable compliance certificate / audit report?
6. Describe the policies, procedures and practices you have in place to provide for the physical security of your data centers and other sites where government information will be hosted, accessed or maintained.
7. Will government information be encrypted at rest? Will government information be encrypted when transmitted? Will government information be encrypted during data backups, and on backup media? Please elaborate.
8. Describe safeguards that are in place to prevent unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of government information.
9. What controls are in place to detect security breaches? What system and network activity do you log? How long do you maintain these audit logs?
10. How will government information be managed after contract termination? Will government information provided to the Contractor be deleted or destroyed? When will this occur?
11. Describe your incident response policies and practices.
12. Identify any third party which will host or have access to government information.

Offeror's response to this questionnaire includes any other information submitted with its offer regarding information or data security.

SIGNATURE OF PERSON AUTHORIZED TO REPRESENT THE ACCURACY OF THIS INFORMATION ON BEHALF OF CONTRACTOR:

By: _____
(authorized signature)

Its: _____
(printed name of person signing above)

(title of person signing above)

Date: _____

SPSAQ (JAN 2015) [09-9025-1]

Horry County Schools Volunteer Guidelines, Information and Application Submission

Our schools are eager to involve the entire community including individuals, senior citizens, college student, businesses, churches and synagogues, community groups and others in support of education.

Registration

Persons who volunteer in the schools will be asked to provide information and to select the types of volunteer activities in which they are interested. Volunteers may update their registration at any time.

Volunteers who have previously registered must reactivate their status if they plan to participate another year. Annual reactivation occurs after July 1 of every year. When submitting or reactivating registration, please include all schools in which one plans to volunteer. Volunteers who've had the background check the previous year are exempt for this Year.

Level 1 and 2 would take part in a school-led orientation and ID systems check. No criminal background checks

Level 1 Activity takes place with supervision, in a public setting, and it involves little or no student contact.

- Public setting
- Staff or other adults can enter and observe at all times
- Always within unbroken view of school staff or multiple adults

Examples: clerical work for teacher, telephone volunteer, media center volunteer, beautification volunteer, resource speakers, lunch with their own child(ren) at school

Level 2

- Activity takes place in the classroom or other group setting.
- Public setting
- Staff or other adults can enter and observe at any time
- No solitary time with any student other than their own child
- Always within unbroken view of school staff or multiple adults, but ability of staff to monitor volunteer's interactions with students is limited by own responsibilities or other factors

Examples: room monitor, field trip volunteer; test proctor; front office helper

Volunteering for Level 3 and 4 will be asked to provide additional information for a criminal background check

Level 3

- Activity involves direct contact with students under limited supervision by school staff
- Activity takes place in the classroom or other group setting.
- Could have solitary time with students of short duration.
- May be outside the view of school staff or multiple adults for brief periods.
- May involve access to confidential student information.

Examples: field trip chaperone, one-on-one tutoring outside the classroom, dance chaperone, club sponsor, health room assistant, teacher assigned field day helpers, PTO officers

Level 4

- Activity allows unsupervised contact with a student on or off campus
- Private setting such as home or community
- Extended solitary time with a student

Examples: overnight field trips, tutoring, extended out-of-school activities, Communities in Schools volunteer, off-campus mentoring

Any checks that indicate a criminal arrest are reviewed by HCS Administration.

Volunteer Application can be submitted online at the Website below:

<https://www.horrycountyschools.net/Page/916>

Procurement Office Use Only		
VENODR ID #	INITIALS	DATE

HORRY COUNTY SCHOOL DISTRICT VENDOR APPLICATION FORM

BUSINESS FULL LEGAL NAME & ADDRESS:		REMITTANCE ADDRESS (Attach a blank copy of your invoice.):	
_____		_____	
_____		_____	
PHONE: _____	FAX: _____	PHONE: _____	FAX: _____
TOLL: _____	CELL: _____	TOLL: _____	CELL: _____
→ WEBSITE ADDRESS: _____			
→ EMAIL ADDRESS FOR ELECTRONIC PURCHASE ORDER TRANSMITTALS TO BE EMAILED: _____			
NAMES OF OWNERS, OFFICERS, PARTNERS AUTHORIZED TO BIND THE COMPANY:			
OWNER/PRESIDENT: _____	PHONE: _____	FAX: _____	
→ EMAIL ADDRESS FOR OWNER / PRESIDENT: _____			
PARTNER : _____	PHONE: _____	FAX: _____	
SALES REPRESENTATIVE: _____	PHONE: _____	FAX: _____	
→ EMAIL ADDRESS FOR MAIN SALES CONTACT: _____			

INFORMATION ABOUT TYPE OF BUSINESS:

TYPE: (Check all that apply)

<input type="checkbox"/> Attorney	<input type="checkbox"/> Partnership (LLP)
<input type="checkbox"/> Construction (Inc.)	<input type="checkbox"/> Partnership (not Inc.)
<input type="checkbox"/> Construction (not Inc.)	<input type="checkbox"/> Research & Dev
<input type="checkbox"/> Corporation (Inc.)	<input type="checkbox"/> Sales & Service
<input type="checkbox"/> Distributor / Dealer	<input type="checkbox"/> Sales (only)
<input type="checkbox"/> Governmental	<input type="checkbox"/> Service Provider
<input type="checkbox"/> Individual	<input type="checkbox"/> Small Business
<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Wholesaler / Retailer
<input type="checkbox"/> Medical Services	<input type="checkbox"/> Other _____

Are you subject to IRS 1099 reporting for income tax purposes?
 Yes No I don't know

STATUS: Minority Owned * Woman Owned
 *Must be at least 51% owned/controlled by minorities (non-whites) or women. Check all that apply even if not State certified.

SC Certification #: _____

INFORMATION ABOUT PRODUCTS / SERVICES:

(Find "best fit" category(ies). Check all that apply.)

<input type="checkbox"/> Books & Similar Materials	<input type="checkbox"/> Furniture
<input type="checkbox"/> Computer Hdw / Software	<input type="checkbox"/> Landscaping / Lawn Maint.
<input type="checkbox"/> Construction (Specify Below)	<input type="checkbox"/> Printing
<input type="checkbox"/> Electrical	<input type="checkbox"/> Rentals (specify)
<input type="checkbox"/> Masonry	<input type="checkbox"/> Repairs(specify)
<input type="checkbox"/> Mechanical / HVAC	<input type="checkbox"/> Services (specify)
<input type="checkbox"/> Painting	
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Supplies (specify)
<input type="checkbox"/> Roofing	
<input type="checkbox"/> Other (specify)	
<input type="checkbox"/> Equipment	<input type="checkbox"/> Telecommunications
<input type="checkbox"/> Food Products	<input type="checkbox"/> Vehicles / Trucks
<input type="checkbox"/> Other (specify)	

IDENTIFICATION AND CERTIFICATION:
 In compliance with Internal Revenue Service and State of South Carolina regulations, please provide us with the following taxpayer identification information. We are required by law to obtain this information when making a reportable payment to you. Failure to provide the information may subject future payments to a 31% backup withholding and \$50 penalty. ** This serves as a substitute Federal W-9**

→For individuals, enter social security number (SSN):	_____
→For sole proprietors, enter owner's SSN or Federal Employer's Identification Number (FEIN):	_____
→For partnerships, corporations or others, enter FEIN:	_____
→For verification of sales tax collection authority, enter State of SC Sales Tax License Number:	_____

Under penalties of perjury, I certify that the numbers provided above are true and correct and I am not subject to backup withholding because: (a) I am exempt, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding. I further certify that all information supplied herein is correct and the applicant nor anyone in connection with the applicant as a principal or officer, so far as is known, is now debarred, suspended or otherwise declared ineligible to do Business with any agency of the State of South Carolina, the Federal government or Horry County Schools.

Authorized Signatory _____	Print Name & Title _____	Date Completed _____
----------------------------	--------------------------	----------------------

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! HORRY COUNTY SCHOOLS WILL NOT RECOGNIZE OR SIGN ALTERNATE OR SUBSTITUTE CONTRACTS. THE TERMS AND CONDITIONS STATED IN THIS SOLICITATION BECOMES THE CONTRACT AFTER AWARD.
- 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!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID/PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID/PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/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.

[09-9010-1]

END OF SOLICITATION