



**Lancaster County
School District**
Request for Proposals

Solicitation Number 201511
 Solicitation Issue Date 11/03/14
 Procurement Officer Jan Petersen, CPPO, CPPB
 Phone (803) 416-8842
 E-Mail Address Procurement.Dept@lcsdmail.net

DESCRIPTION: **E-Rate Consulting Services**

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

SUBMIT OFFER BY (Opening Date/Time): **11/17/14 3:00 PM - EST** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **11/10/14 3:00 PM - EST** See "Questions from Offerors" provision

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original, marked "Original" and Four (4) copies, marked "Copy"**

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

SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:

PHYSICAL & MAILING ADDRESS:
Lancaster County School District Attn: Jan Petersen, Director of Procurement 300 South Catawba Street Lancaster, SC 29720 <small>See "Submitting Your Offer" provision</small>

CONFERENCE TYPE: N/A DATE & TIME: <small>As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions</small>		LOCATION: Lancaster County School District 300 South Catawba Street Lancaster, SC 29720	
AWARD & AMENDMENTS	Award will be posted at the physical address stated above no later than 11/26/14. The award, this solicitation, and any amendments will be posted at the following web address: http://www.lancasterschools.org		
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.			
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____	
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		<small>(See "Signing your Offer" provision)</small>	
TITLE <small>(Business title of person signing above)</small>			
PRINTED NAME <small>(Printed name of person signing above)</small>	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>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION		<small>(If offeror is a corporation, identify the State of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO.		<small>(See "Taxpayer Identification Number" provision)</small>	

PAGE TWO

(Return Page Two with Your Offer)

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

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

ACKNOWLEDGMENT OF AMENDMENTS Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
--	----------------------	----------------------	----------------------	-----------------------

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

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. Cost Proposal Schedule**
- IX. Attachments to Solicitation**

I. SCOPE OF SOLICITATION

It is the intent of the Lancaster County School District to solicit proposals from qualified sources to provide E-Rate Consultant Services for the District with the expressed intent to maximize the District's E-Rate return, in accordance with the enclosed requirements and specifications. The successful proposer will maintain in-depth knowledge of the E-Rate program rules, policies, and procedures including, but not limited to, technology planning, procurement and contracting requirements, the Eligible Services List, the application and invoicing processes and reviews, and audit and appeal procedures. The successful Proposer will also provide LCSD with E-Rate Program technical support and an electronic management system for the required forms and records for all facets of LCSD's participation in the E-Rate process.

Geographical: The Lancaster County School District Office is located at 300 South Catawba Street, Lancaster, SC 29720. Lancaster is approximately forty-five (45) miles south of Charlotte, North Carolina and sixty-five (65) miles north of Columbia, South Carolina. District sites are located within a seventy-five (75) mile radius of downtown. The school district consists of at least thirty-two (32) sites, with twenty-one (21) sites being schools. The furthest site is approximately twenty (20) miles north of Lancaster toward Charlotte, North Carolina and eighteen (18) miles south of Lancaster toward Camden and Columbia, South Carolina. All other sites are within ten (10) miles of downtown Lancaster.

Maximum Contract Period – Estimated: [December 1, 2014 through November 30, 2019]. 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".

DEFINITIONS: Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation.

1. **Amendment** – means a document issued to supplement the original solicitation document.
2. **Board** – means the Lancaster County School District Board of Trustees.
3. **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.
4. **Contract** - See clause entitled "Contract Documents & Order of Precedence."
5. **Contract Modification** – means a written order signed by the procurement officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.
6. **Contractor** - means the offeror receiving an award as a result of this solicitation.
7. **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.
8. **Days** – means calendar days
9. **District** – means Lancaster County School District (LCSD)
10. **Offer** – means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
11. **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."
12. **Page Two** – means the second page of the original solicitation, which is labeled Page Two.
13. **Procurement or Purchasing Office** – means the Lancaster County School District Purchasing Department.

14. **Procurement Officer** – means the person, or his successor, identified as such on the cover page. Procurement Officer means the Chief Procurement Officer.
15. **Solicitation** – means this document, including all its parts, attachments, and any amendments.
16. **Subcontractor** – means any person having a contract to perform work or render service(s) to contractor as a part of the contractor’s agreement arising from this solicitation.
17. **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.
18. **You and Your** – means offeror.

II. INSTRUCTIONS TO OFFERORS –

A. GENERAL INSTRUCTIONS :

Amendments to Solicitation:

- (a) The solicitation may be amended at any time prior to opening. All actual and prospective offerors should monitor the following web site for the issuance of amendments: www.lancastercsd.com.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation:
 - (1) by signing and returning the amendment,
 - (2) by identifying the amendment number and date in the space provided for this purpose on page two,
 - (3) by letter, or
 - (4) by submitting a bid that indicates in some way that the bidder received the amendment.
- (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

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

Bid/Proposal as Offer to Contract: By submitting your bid or proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror on the cover page. An offer may be submitted by only one legal entity; “joint bids” are not allowed.

Bid Acceptance Period: In order to withdraw your offer after the minimum period specified on the cover page, you must notify the Procurement Officer in writing.

Bid in English & Dollars: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

Board as Procurement Agent:

- (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement.

- (b) Purchasing Liability. The Procurement Officer is an employee of the District acting on behalf of the Lancaster County School District pursuant to the Lancaster County School District procurement code. Any contracts awarded as a result of this procurement are between the contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is a using District department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

Certificate of Independent Price Determination:

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

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

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

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

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

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

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

Certification Regarding Debarment and Other Responsibility Matters:

(a)(1) By submitting an offer, offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.

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

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

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

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

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

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

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

Deadline for Submission of Offer: Any offer received after the Procurement Officer of the District or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

District Office Closings: If an emergency or unanticipated event interrupts normal district processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

Drug Free Work Place Certification: By submitting an offer, contractor certifies that, if awarded a contract, contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

Duty to Inquire: Offeror, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Offerors are expected to examine the solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the offeror's risk. Offeror assumes responsibility for any patent ambiguity in the solicitation that offeror does not bring to the District's attention.

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

Illegal Immigration: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-

14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

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

Protests: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen 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 ten days of the date notification of an intent to award or 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. (Article 17-4210 of the Lancaster County School District's procurement code.)

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

Questions from Offerors: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than seven (7) days prior to opening unless otherwise stated on the cover page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the solicitation that unnecessarily or inappropriately limits full and open competition.

Rejection/Cancellation: The District may cancel this solicitation in whole or in part. The District may reject any or all bids in whole or in part (Article 5-1710 of the Lancaster County School District's procurement code).

Responsiveness/Improper Offers:

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

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

(c) Responsiveness. Any offer which fails to conform to the material requirements of the solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the solicitation may be rejected. If a fixed price is required, an offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

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

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

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

Submitting Confidential Information: For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that offeror contends contains information that is exempt from public disclosure because it is either (a) A trade secret as defined in Section 30-4-40(a)(1), or (b) Privileged and confidential, as that phrase is used in Section 11-35-410. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document offeror submits in response to or with regard to this solicitation or request, offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to

conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, offeror (1) Agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) Agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) Agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, offeror agrees to defend, indemnify and hold harmless the Lancaster County School District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that offeror marked as "Confidential" or "Trade Secret" or "PROTECTED". (All references to S.C. Code of Laws.)

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

Tax Credit for Subcontracting with Minority Firms: Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina State contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

Taxpayer Identification Number: (a) If offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, offeror shall submit with its offer the name and TIN of common parent. (b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number. (c) If offeror does not have a TIN, offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the federal government.

Withdrawal or Correction of Offer: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of offers is governed by Article 5-1520 of the Lancaster County School District's procurement code.

Procurement Timeline/Schedule of Activities:

<i>Issue RFP</i>	November 3, 2014
<i>Deadline for Questions</i>	November 10, 2014 at 3:00 p.m., EST
<i>Proposal Due Date/Time</i>	November 17, 2014 at 3:00 p.m., EST
<i>Contract Award (Estimate)</i>	November 25, 2015
<i>Contract Effective Date</i>	December 1, 2014

B. SPECIAL INSTRUCTIONS:

Be advised LCSD participates in the E-Rate program to the maximum extent possible each year, and intends to continue as long as the program exists. LCSD has applied for E-Rate support in the 2014/2015 E-Rate Year and intends to apply thereafter throughout the contract term. LCSD's E-Rate consultant will assist with the paperwork, track progress, make recommendations, provide updates, etc. Consultant shall coordinate with LCSD, LCSD's E-Rate Service Providers/Vendors, the Schools and Library Division (SLD), and others in complying with all E-Rate requirements. LCSD typically utilizes the Billed Entity Applicant Reimbursement (BEAR) process, but discounted invoices may also be considered at LCSD's sole discretion.

Contents of Offer (RFP): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

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

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

Discussions & Negotiations: 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, 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, the District may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(I)] 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, the District may elect to disregard the negotiations and accept your original proposal.

Clarification: Pursuant to Article 5-1520.8, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

Opening Proposals – Prices Not Divulged: In competitive sealed proposals, prices will not be divulged at opening.

Protest – Procurement Department Address: Any protest must be addressed to the Chief Procurement Officer, Lancaster County School District, and submitted in writing (a) by email to Jan.Petersen@lcsdmail.net, (b) by facsimile at 803-285-9729, or (c) by post or delivery to 300 South Catawba Street, Lancaster, SC 29720.

Storage: Storage of and liability for materials shall be Contractor's responsibility.

III. SCOPE OF WORK/SPECIFICATIONS

Consultant must be registered as a consultant and be in good standing with the E-Rate program managed by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the Federal Communications Commission (FCC).

Consultant will maintain in-depth, current knowledge of program rules, policies, and procedures including, but not limited to, technology planning, procurement and contracting requirements, the current and previous Eligible Services Lists, the application and invoicing processes and Program Integrity Assurance (PIA) reviews, and audit and appeal procedures. The successful Proposer will also provide LCSD with technical support and a web-based electronic management system for the required forms and records for all facets of LCSD's participation in the E-Rate processes. Consultant will provide regular updates on program rules and immediately notify LCSD staff of any significant changes.

Consultant will maintain appropriate documents and records for each E-Rate Funding year to track the status of the LCSD application process, reimbursements and/or billing discounts, and other necessary and appropriate information for all E-Rate funding years in which LCSD applies for program support.

Consultant will maintain a web-based electronic management system that will provide LCSD access to files and documents and the system must also, at a minimum, have the ability to:

- 1) Track available funding;
- 2) Track and provide warnings of deadlines for all required E-Rate forms;
- 3) Maintain an archive of copies of service provider contracts and invoices and related documents;
- 4) Track allowable funding opportunities for LCSD sites;
- 5) Assist LCSD staff in responding to questions from program auditors;
- 6) Provide the ability to archive and recall program-related data and documentation for up to 10 (10) years after the last date of service for each funding year; and
- 7) Maintain an asset inventory for LCSD assets purchased with program funds.

Consultant shall provide LCSD with support for multiple program years concurrently, including for funding years that remain active prior to the term of the contract resulting from this procurement process.

Consultant will represent LCSD in program matters only and may not serve as a contractor or service provider providing E-Rate eligible goods and/or services.

Consultant must provide a wide-range of services, which shall include, but not be limited to the following:

1) Pre-Application Planning:

On an annual basis and sufficiently in advance of the opening of the E-Rate application filing window, Consultant, working designated LCSD staff, will:

- a) Assist in identifying which new and existing technologies are eligible for E-Rate funding;
- b) Develop a task/assignment list and calendar for the preparation of LCSD's E-Rate applications;
- c) Review, and if necessary, update the list of LCSD's facilities, identify those eligible for program support, and verify that all required Billed Entity information is correct and on file at the SLD;
- d) Review and determine the applicability of LCSD's Technology Plan to the E-Rate funding year;
- e) Identify, review, and determine the applicability and eligibility of LCSD's existing E-Rate eligible contracts to the E-Rate funding year;
- f) Assist LCSD in creating a calendar for any necessary procurement processes in order to meet program deadlines; and
- g) Assist in any other planning activities necessary to ensure LCSD's desired level of participation in the program.

2) Competitive Bidding Process:

In order to ensure LCSD's compliance with program rules for the selection of Service Providers, Consultant, working with designated LCSD staff, will:

- a) Review drafts of LCSD's RFPs to suggest language, when necessary, to ensure compliance;
- b) Prepare and timely file all Forms 470;
- c) Review drafts of contracts resulting from LCSD's procurement process and provide technical support and suggest language, when necessary, to ensure that contracts comply with program rules and regulations;

- d) Maintain files of all procurement documents needed to demonstrate compliance; and
 - e) Consultant will not be responsible for developing or drafting LCSD's competitive bidding documents, however Consultant may be requested to assist in the evaluation and/or selection of the Service Provider(s).
- 3) Determination of Discount Rates:
Using National School Lunch Program or other appropriate and accepted data provided by LCSD staff, Consultant will calculate the Discount Rate for each LCSD site and the district's shared Discount Rate.

As part of its response to this RFP, Consultant must provide an explanation of its Discount Rate calculation requirements and processes.

- 4) Application Preparation, Filing, and Review Processes:
In order to ensure LCSD's maximum eligible participation in the program, Consultant, working with designate LCSD staff, will:
- a) Collect and archive all data necessary to prepare LCSD's Forms 471 and Item 21 (Description of Service) Attachments;
 - b) Assist LCSD staff in filing all required Program Application Forms and associated documents;
 - c) Assist LCSD staff with responses to SLD inquiries during the application review process (Program Integrity Assurance (PIA) review) and serve as LCSD's designated agent as needed via an executed Letter of Agency;
 - d) Assist LCSD in supplementing, modifying, and/or correcting any of the information contained in its applications;
 - e) When appropriate, advise and assist LCSD staff with the preparation and filing of appeals to adverse funding decisions; and
 - f) Provide any other advice and guidance necessary to ensure LCSD's successful completion of the E-Rate application process.
- 5) Receipt of Services and Invoicing USAC:
After receiving notification of funding commitments for Program support, Consultant will:
- a) Prepare all necessary post commitment paper work and forms and assist LCSD staff with the timely filing of such forms and all other required documentation;
 - b) Assist LCSD staff in managing the Service Provider Invoice (SPI) and/or Billed Entity Applicant Reimbursement (BEAR) forms processes;
 - c) Provide technical support to LCSD regarding the format of Service Provider invoices that would simplify the discount/reimbursement process;
 - d) Review Service Provider invoices provided by LCSD staff to determine correctness of eligible and ineligible charges;
 - e) On an "as needed" basis work diligently with LCSD's contracted Service Providers on issues related to reimbursement and/or billing discounts;
 - f) Serve as liaison between LCSD and SLD's PIA Invoicing staff to timely answer questions and provide requested documentation;
 - g) Assist LCSD in supplementing, modifying, and/or correcting any of the information contained in its reimbursement requests;
 - h) In accordance with program rules, prepare requests for approval of eligible project and/or Service Provider changes when necessary; and
 - i) Remind LCSD staff of any filing or invoicing deadlines and options for meeting or extending them when necessary.

6) Appeals and Audits:

In the event of any ruling, LCSD Program Consultant must:

- a) Work with LCSD staff to prepare the arguments, supporting documentation, and paperwork necessary to file appeals of adverse rulings and advise LCSD of the likelihood of the success of any contemplated appeal;
- b) Assist LCSD in planning and preparing for any program related audits;
- c) Assist LCSD in the retention of documents as required by program rules; and
- d) Assist LCSD in developing and maintaining an inventory of assets purchased with program support.

7) Ongoing Support:

In addition to the services described above, Consultant must provide regular, ongoing support to LCSD throughout the term of the contract. Such support shall include, but not limited to:

- a) Regular status updates of LCSD's program participation;
- b) Regular communications regarding general program developments and issues, including potential changes to program rules and policies and the possible effect on LCSD; and
- c) Maintain communication and contact with Federal Program officials and the South Carolina E-Rate Coordinator and staff in order to provide LCSD with the up-to-date technical advice and guidance necessary for LCSD's full and successful participation in the program.

Products and/or Deliverables:

Consultant will provide products and/or deliverables that must include, but are not limited to, the following:

- 1) A working list/matrix of all LCSD contracts for eligible services and/or products that can become direct input to the application process;
- 2) A working list/matrix of all new products and service contracts expected to be awarded during the appropriate application time frame that can become direct input to the application process;
- 3) Newsletter(s) and/or alert(s) regarding current E-Rate news and decisions;
- 4) Completed and LCSD approved, application forms;
- 5) Completed and LCSD approved Services Ordered, Certification, and Termination (FCC Form 471) Form(s);
- 6) Schedule for submitting Services Ordered, Certification, and Termination (FCC 471) Form(s);
- 7) Assistance with all forms and requirements related to E-Rate, to include, but not limited to, Form(s) 486 and/or BEAR form(s).
- 8) Technical support to LCSD staff in the appropriate construction of contracts to ease the application process;
- 9) A minimum of one (1) on-site visit to LCSD per contract year;
- 10) Assist LCSD staff, as needed, in the preparation of other on-site public information activities including presentations to the LCSD's Board of Education, Oversight Committee(s), community organizations, etc.

Training:

At a minimum and without additional costs to LCSD, Consultant shall provide training as needed to LCSD staff as follows:

- a) In program processes, rules, policies, requirements, etc.; and
- b) In the use of Consultant's web-based electronic management system and any other processes and tools that LCSD staff will regularly use to participate in the program.

Customer Service and Technical Support:

During the entire term of the Contract, Consultant shall provide toll-free telephone, email, and on-line access for customer service and technical support and shall provide and support all succeeding versions of Consultant's web-based electronic management system during the term of the contract. Consultant will be required to maintain documentation for length of time mandated, beyond year of funding, to meet program requirements. Current requirement is ten (10) years beyond year of funding.

Billing:

Consultant shall submit invoices to the District on a regular, mutually agreed upon schedule, due net-30 days. All invoices shall be clearly marked and delineated with the following details:

- Invoice date;
- Reference to the contract number;
- Specific dates or period of service;
- Description of Services provided; and
- Summary billing detail, which shall detail project/service worked on and time spent per project.

Alternate Solutions:

Consultants may propose alternate solutions to the services requested and required via this RFP. Any Consultant proposing an alternate solution shall demonstrate the alternate solution's conformance to LCSD's requirements set forth in this RFP and must include all aspects of the proposed solution including costs.

Other Considerations:

Consultant must inform the District of the use of any third-party Consultants for the delivery of the services covered in this solicitation.

If Consultant is not the incumbent Consultant, Consultant must completely and accurately describe and explain its plan for the transition to its services.

Consultant must acknowledge that they will comply with all of the terms and conditions contained herein. Should proposer not agree to comply with all terms and conditions contained in this RFP, proposer must list all conditions, objections, exceptions, and/or observations which you cannot/will not meet or accept in a separate document from your proposal. Provide alternate language of solutions for the District's consideration.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Information for Offerors to Submit – General:

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. ***Any portion not included will be cause for possible elimination from the proposal process.*** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as non-responsive. By submission of a proposal, you are guaranteeing that all goods and services meet the requirements of this RFP.

- A. Offeror shall submit signed Cover Page and Page Two (2).
- B. **Executive Summary:** A business or executive summary of the Offeror’s firm. Inclusion of historical and financial information about the firm is encouraged. Section is limited to three (3) pages.
- C. **Bidder Experience and Capabilities:** Comprehensive description of the firms’ experience in supplying the services required by this RFP, preferably with a school district comparable to LCSD. Five (5) overall school district references for similar projects to include name of school district, title and correct phone number and email address of district contact, and dates of project, with general details of the services provided.
- D. **Bidder Project Manager and Project Personnel:** Resumes or business experience summary of Project Manager, Project Staff and other parties who will provide services for this project.
- E. **Consultant Registration Number required for E-Rate**
- F. **Preliminary Work Plan:** In a section entitled “Preliminary Work Plan”, Proposer must provide a preliminary work plan that specifies how the Proposer plans to approach the project. This plan must address, but is not limited to, issues such as work and staff scheduling, coordination with LCSD staff and other persons, maintaining proper records, estimated timeline for services, windows of opportunity, deadlines, significant milestone dates, deliverables, etc. Proposal must also include a plan for filings and specifics for each filing. Proposer must also include plan for maintaining files to meet current filing requirements (ten years beyond year of funding).
- G. **Proposed terms and conditions to be incorporated into the contract including any applicable warranties, guarantees, or maintenance terms.**
- H. **Sample Invoice**
- I. **Financial Stability:** Each Offeror must provide their audited end of year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years.
- J. **Objections:** All objections, exceptions and observations regarding the specified services and requirements collated in a separate document with regards to specific section to which the Offeror objects, takes exception(s), or provide(s) observation.
- K. **License(s):** In addition to forms and/or information required elsewhere in this solicitation, the Offeror must provide a copy of any required license(s). Failure to provide this information may make your bid non-responsive.
- L. **Proposal Response Form**

V. QUALIFICATIONS

Qualifications of Offeror: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror’s responsibility, the District Standards of Responsibility, and information from any other source may be considered. An offeror must, upon request of the District, 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. (Article 5-1810 of the Lancaster County School District’s procurement code).

- **District Standards of Responsibility** – Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:
 1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 2. a satisfactory record of performance;

3. a satisfactory record of integrity;
4. qualified legally to contract with the District and the State; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

Offeror E-Rate Qualifications:

- 1) All Offerors must have a valid Consultant Registration Number and be in good standing as a Consultant with the E-Rate program managed by the Schools and Libraries Division (SLD).
- 2) Offerors must demonstrate significant E-Rate awards resulting from their past services.
- 3) Offerors must have experience of Internet Services and Telecommunications categories.

Subcontracting: No portion of the work shall be subcontracted without prior written consent of the District. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the District with the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Subcontractor Identification: If you intend to subcontract with another business for any portion of the work and that portion exceeds ten (10) percent of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business name, address, phone number, taxpayer identification number, and point of contact. In determining your responsibility, the LCSD may evaluate your proposed Subcontractors.

VI. AWARD CRITERIA

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

Award to One Offeror: Award will be made to one offeror.

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.

- a) Cost (20%). Costs must be submitted separate from your proposal. Please submit cost in a separate envelope;
- b) Overall Proposer capabilities, company reliability and responsiveness, and staff experience/certifications (20%). Please provide an understanding of the proposal and your firm qualifies and wants to perform these services for LCSD and the benefits that will result to the District. Must include resumes of staff to be assigned to District. Must also include a statement authorizing the District to perform background checks on all employees assigned to LCSD projects;
- c) Technical Knowledge and Support (20%);
- d) Quality of the proposal including preparation, thoroughness, completeness and responsiveness to the RFP requirements (20%);
- e) Client references and/or citations from prior installations where services have been provided for projects of similar size and complexity (10%). Please provide a minimum of five (5) references, preferably public K-12 school districts, for which your firm has performed these services. Please include name of organization, title and phone number of client contact, date(s) of project(s) and general details of services provide and results of those services; and

- f) Additional or optional services not requested in this RFP that may be of benefit to the District. (10%). Pricing for additional and optional services is to be included in the Price Proposal. Additional services must follow the general scope of the project. Limited to one page per service.

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.

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

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

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

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

- Rape or Criminal Sexual Conduct
- Child Molestation or Abuse
- Any Sexually Oriented Crime
- Drugs: Felony use, possession or distribution
- Violent crimes
- Robbery

Bankruptcy: (a) Notice. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

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

Discount for Prompt Payment: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when federal government offices are closed and government business is not expected to be conducted, payment may be made on the following business day.

Disputes: (a) Choice-of-Forum. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District's procurement code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the Government regarding the agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United 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. (b) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on contractor by certified mail (return receipt requested) addressed to contractor at the address provided as the notice address on page two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

False Claims: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person

any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

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

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

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

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

Payment & Interest: (a) Unless otherwise provided in this solicitation, the District shall pay the contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with Article 1-45 of the Lancaster County School District's procurement code, which provides the contractor's exclusive means of recovering any type of interest from the owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Article 1-45 of the Lancaster County School District's procurement code ("an amount not to exceed fifteen percent each year"), as amended. (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.

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

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

Purchase Orders: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

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

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

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

Taxes: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on contractor's net income or assets shall be the sole responsibility of the contractor.

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

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

Waiver: The District does not waive any prior or subsequent breach of the terms of the contract by making payments on the contract, by failing to terminate the contract for lack of performance, or by failing to strictly or promptly insist upon any term of the contract. Only the Chief Procurement Officer

has actual authority to waive any of the District's rights under this contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

Changes:

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

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly makes such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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.

Contractor's Liability Insurance:

- (a) Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from the types of claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or

by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable:

- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims. Liability and claims for errors made in filing(s) that could result in a loss of revenues for the District. Total loss could equate to \$2 to \$5 million per year;
- b) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:
- 1) Premises – Operations;
 - 2) Independent Contractor's Protective;
 - 3) Products and Completed Operations;
 - 4) Personal and Advertising Injury;
 - 5) Contractual, including specific provision for Contractor's obligations under the provision entitled Indemnification – Third Party Claims;
 - 6) Broad Form Property Damage including Completed Operations, and
 - 7) Owned, Non-owned and Hired Motor Vehicles.
- c) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

General Liability:

- \$1,000,000 Each Occurrence
- \$ 50,000 Fire
- \$1,000,000 General Aggregate
- \$1,000,000 Products – Completed Operations

Automobile Liability:

- \$1,000,000 Combined Single Limit

Workers' Compensation:

- Statutory

Excess/Umbrella Liability:

- \$5,000,000

d) Required Documentation:

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

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

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

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

Default:

(a)(1) The District 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 District'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 the District 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 District 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, the District 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 the District has an interest.

(f) The District 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. The District 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 the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, 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 the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

Indemnification – Third Party Claims: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the Lancaster County School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

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

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

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

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 Article 17 of the Lancaster County School District's procurement code.
- (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 Article 5-1830 of the Lancaster County School District's procurement code.

Pricing Data – Audit – Inspection: [Clause Included Pursuant to Articles 5-1830, 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. § 2.101 (2004), prior to either (1) any award to contractor pursuant to Article 5-1530 or Article 5-1560, 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 Article 5-2220 (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. § 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 § 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 District. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause.

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

VIII. COST PROPOSAL SCHEDULE

Offeror’s cost proposal shall contain all costs associated with providing the requested services, to include invoicing and fee payment schedule.

Fees for services shall be all inclusive of travel, administrative support, production, vehicles, courier, photocopier, fax, telephone, parking, printing, etc. and all other associated cost; all out-of-pocket disbursements credited with being a charge to the District.

SERVICE DESCRIPTION	Year One INITIAL FIXED FEE	Year Two ANNUAL FIXED FEE	Year 3 ANNUAL FIXED FEE	Year 4 ANNUAL FIXED FEE	Year 5 ANNUAL FIXED FEE
Total per Year	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
OVERALL CUMULATIVE COST (5 Years)	\$ _____				

All costs shall be in the form of firm fixed prices/rates to remain in effect throughout the period of the contract. Offeror shall provide a schedule of fees as requested above.

Invoicing and Fee payment schedule:

List any and all other charges with full description below:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Company Name: _____ **Date:** _____

IX. ATTACHMENTS TO SOLICITATION

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

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the District's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: **“Submitting Confidential Information” on page 9**. Do not mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!
- Make sure you have properly acknowledged all amendments. Instructions regarding how to acknowledge amendments are outlined in section entitled: **“Instructions to Offerors – A. General Instructions (Amendments to Solicitation)” on page 4**.
- Make sure your bid/proposal is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Make sure you properly mark the outside of your envelope with the bid number, due date, and time.
- Check to ensure your bid/proposal includes everything requested!
 - Cover Page – completed and signed
 - Page Two – completed
 - All information requested in clause, Evaluation Factors – Proposals, Pages 16-17
 - Cost Proposal Schedule – completed (to include name of company in space provided)
 - Company Profile and Reference Form (if required)
 - Bid Bond, Certified Check or Cashier's Check (if required)
 - Appropriate Number of Copies Requested
- If you have concerns about this solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a prebid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading **“Instructions to Offerors – A. General Instructions - Questions from Offerors” on page 8**, and any provisions regarding prebid/proposal conferences.

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

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

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