



**Cherokee County School District
Finance Department**
141 Twin Lake Rd., Gaffney, SC 29341

Request for Proposals (RFP)

Description: **K-5 Mathematics Professional Learning, Coaching & Instructional Support**

Solicitation No: **RFP 2027-08**

Issue Date: **September 2, 2026**

Proposal Due by: **September 17, 2026 at 10:00am EDT**

For paper submissions, Solicitation Number and Opening Date must be shown on the sealed envelope

The award, this solicitation, any amendments, and any related notices will be posted on our website - <https://www.cherokee1.org/page/solicitations>

Must Be Signed to be Valid

Authorized Signature		Printed Name/Title		Date	
Company Name				State Vendor No. (If Known)	
Mailing Address				Social Security or Federal Tax No.	
City		State		Zip	
Phone Number		Fax Number		Email Address	
Buyer Signature and Date (District Use Only)				Purchase Order Number (District Use Only)	

Are you a Minority Owned Vendor? ☐ Yes or ☐ No

ACKNOWLEDGEMENT OF ADDENDA: Acknowledge receipt of amendments by initialing below (if applicable).

Addendum No.	Addendum No.	Addendum No.	Addendum No.	Addendum No.	Addendum No.	Addendum No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

SOLICITATION TABLE OF CONTENTS

SECTION I – SCOPE OF SOLICITATION

SECTION II - A. GENERAL INSTRUCTIONS TO OFFERORS

B. SPECIAL INSTRUCTIONS TO OFFERORS

SECTION III - SCOPE OF WORK/SPECIFICATIONS

SECTION IV - INFORMATION FOR OFFERORS TO SUBMIT

SECTION V - AWARD CRITERIA

SECTION VI - TERMS AND CONDITIONS

SECTION VII – PROPOSAL PRICING

I. SCOPE OF SOLICITATION

Cherokee County School District ("District") is soliciting sealed proposals from qualified and experienced firms to provide evidence-based K-5 mathematics professional learning, coaching, and instructional support for teachers, instructional coaches, and school leaders. The purpose of this solicitation is to strengthen mathematics instruction, build staff capacity, support effective mathematics professional learning communities (PLCs), promote consistent instructional practices, and improve student outcomes through evidence-based and data-informed practices.

The successful Offeror shall provide all labor, personnel, professional learning, coaching, implementation support, project management, training materials, consultation, progress monitoring, reporting, travel, and other resources necessary to successfully perform the services described in this solicitation.

Services shall focus on mathematical reasoning, problem-solving, conceptual understanding, differentiated instruction, student engagement, and data-driven interventions designed to increase student mathematics proficiency.

Offerors shall provide all information requested within this solicitation and may include additional information that demonstrates their qualifications, relevant K-5 mathematics experience, proposed instructional approach, and ability to meet the District's implementation schedule.

The Request for Proposal (RFP) solicitation method will be used to evaluate proposals and select the Offeror whose proposal is determined to be the most advantageous to the District, taking into consideration the evaluation factors contained herein. Award will not be based solely on lowest price.

This solicitation does not obligate the District to award a contract, pay any costs incurred in the preparation of a proposal, or procure any services described herein.

PERIOD OF PERFORMANCE

The initial period of performance shall begin upon final award and continue through completion of the third implementation cycle, anticipated to conclude in April 2027. Offerors shall base their initial proposal pricing on the services required for Cycles 1 through 3. Following the initial period of performance, the District may, at its sole discretion, exercise renewal options. The maximum potential contract term shall not exceed five (5) years from the date of award. Each renewal is subject to satisfactory performance, continued need, availability and appropriation of funds, and written authorization by the District. Renewal is not automatic and does not obligate the District to exercise any renewal option.

Solicitation Schedule

Issue Date	September 2, 2026
Inquiry Deadline	September 9, 2026, at 9:00 A.M. EDT
Proposals Due/Public Opening	September 17, 2026, at 10:00 A.M. EDT

INQUIRIES

Questions or comments regarding this solicitation document or the process shall be forwarded, in writing, to Mrs. Lindsey Bocachica, Procurement Officer, and Mr. Matt Pettit, Chief Financial Officer, 141 Twin Lake Rd. Gaffney, South Carolina 29341. Email addresses are: lindsey.bocachica@cherokee1.org and matthew.pettit@cherokee1.org. Inquiries and comments shall be delivered to the Finance Department no later than September 9, 2026, at 9:00 A.M. EDT. Verbal

questions/comments shall not be addressed at any time. Addenda resulting from inquiries will be posted on the District website.

After the Inquiry Deadline, the District will issue an addendum to address any questions or changes. Any addenda will be posted on the Finance Department website. Questions and comments received after the Inquiry Deadline will not be addressed.

NOTE: No other District personnel or representative of the District shall be contacted regarding this solicitation or the evaluation process. Vendors that attempt to contact other District personnel or representatives or obtain information in any way other than the authorized method, which is in writing to the Procurement Officer, may have that firm's bid rejected.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS TO OFFERORS

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

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

BOARD means the Cherokee County School District Board of Trustees

BUYER means the Procurement Officer or Finance Department representative.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

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

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

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

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

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

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

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

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

YOU and YOUR means Offeror.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract will be posted on the District Procurement Website – <https://www.cherokee1.org/page/solicitations>. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given, once the protest period has ended.

BID/ PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with Cherokee County School 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.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS: By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

- (1) 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.
 - d) 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).
 - a) 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.
 - b) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsive.
 - c) 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 State, 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 or his/her designee has declared that the time set for opening has arrived, shall be rejected, unless the offer has been delivered to the designated procurement office or the District's mail room, where confirmation can be authenticated by a third party method, prior to bid opening

DISTRICT CLOSINGS: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement 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 the 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.

DISTRICT REGULATIONS: The bidder(s) and his representatives shall follow all applicable regulations while on District property, including the NO SMOKING, no weapons, and drug-free policies. No work shall interfere with school activities or environments unless an authorized employee for that location gives permission. All representatives of winning bidder must display identification tags (picture ID) at all times while on school grounds.

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, and Chapter 107 of the South Carolina Code of Laws, as amended. The successful Vendor shall not permit its personnel, representative or any subcontractor or other personnel to possess upon District property or within any vehicle transporting students and staff, any alcoholic beverages, illicit/non-prescribed drugs, tobacco products or weapons. Alcoholic beverages, illicit/non-prescribed drugs, tobacco products and weapons are not allowed on District property at any time. Any vendor related actions involving the possession of, any of the aforementioned items while on District property may cause a cancellation of any award/agreement, at no cost to the District. Criminal charges may apply. Personnel who appear to be under the influence of any substance shall not be allowed to transport or come into contact with students or enter or remain on District property.

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

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

PROCUREMENT AUTHORITY: (a) 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 government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of Cherokee County School District acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and Cherokee County School District.

PROCUREMENT CODE AVAILABLE: Cherokee County School District Procurement Code, is available at <https://www.cherokee1.org/documents/departments/finance/procurement/341941>.

PROTESTS:

- (a) **Solicitation** - Any prospective bidder, offeror, contractor, or subcontractor aggrieved in connection with this solicitation shall submit a written protest to the Chief Business Official within fifteen (15) calendar days of the date of issuance of this RFP or any amendment at issue.
- (b) **Intended Award or Award** - Any actual bidder, offeror, contractor, or subcontractor aggrieved in connection with an intended award or award shall notify the Chief Business Official in writing of its intent to protest within seven (7) business days of the date the award or notice of intent to award, whichever is earlier, is posted and sent in accordance with the Procurement Code. A protest must then be filed in writing with the Chief Business Official within fifteen (15) calendar days of that date.

PROTEST- ADDRESS: Any protest must be submitted in writing by mail or email to the Chief Business Official, Matt Pettit, 141 Twin Lake Rd. Gaffney, SC 29341, or to matthew.pettit@cherokee1.org.

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, either by mail or electronic communication (e-mail).

Questions must be received by the Procurement Officer no later than the date and time indicated in the Solicitation Schedule of the submission date stated in the Scope of Solicitation. 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, which unnecessarily or inappropriately limits full and open competition.

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

RESPONSIVENESS/IMPROPER OFFERS:

- a. Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.
- b. 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.
- c. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.
- d. 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, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. 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 other District employees, agents or officials prior to award.

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

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)(i), 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 Cherokee 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 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) If submitting a paper proposal, the Offeror shall submit one (1) original sealed proposal unless otherwise stated in this solicitation. (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. (g) It is the Offerors responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

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.

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

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 the District's Procurement Code.

B. SPECIAL INSTRUCTIONS TO OFFERORS

PRE-PROPOSAL CONFERENCE: There is no pre-proposal meeting for this solicitation.

CLARIFICATION AND DISCUSSIONS

Pursuant to Sections 1520(13) and 1530(6) of the Cherokee County School District Procurement Code and Regulations 2095(E) and 2095(I), the Procurement Officer may seek clarification of proposals and may conduct discussions with offerors whose proposals are determined to be reasonably susceptible of being selected for award. If discussions are conducted, offerors shall be accorded fair and equal treatment, and the District may permit limited proposal revisions as authorized by the Code and Regulations. All such communications shall be documented.

III. SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

Cherokee County School District ("District") is seeking proposals from qualified and experienced firms to provide

evidence-based mathematics professional learning, coaching, and instructional support for K-5 teachers, instructional coaches, and school leaders.

The selected Offeror shall build the capacity of District and school staff to deliver high-quality mathematics instruction; strengthen mathematics PLCs; promote consistent instructional practices; use evidence of student learning to guide instructional decisions; and support improved K-5 mathematics outcomes across the District.

The District reserves the right to negotiate the final implementation schedule, service configuration, and optional services with the highest-ranked Offeror, provided that any negotiated changes do not materially alter the scope of the solicitation or the basis of competition.

PROGRAM CONTEXT AND PARTICIPATION

The District anticipates participation by approximately 8 elementary schools, 200 teachers, 9 coaches, and 8 school leaders. The District currently uses Eureka Math (HQIM) as its K-5 mathematics curriculum and ZEARN as a supplemental program.

Available data may include SC READY, pre- and post-assessments, i-Ready, and benchmark assessment data, as applicable and appropriate to the services being performed.

ANTICIPATED SERVICE VOLUME AND PRIORITIES

During the initial period of performance, the District anticipates approximately 10 in-person days and 10 virtual meetings. The final allocation of professional learning, coaching, PLC meetings, and learning walks will be coordinated with the District after award.

The work is intended to support the District's elementary schools and all student groups. The selected Offeror's services shall be responsive to identified instructional and student-learning needs throughout implementation.

PROJECT OBJECTIVES

The professional learning and coaching program shall support the District in accomplishing the following objectives:

- Strengthen evidence-based K-5 mathematics instructional practices.
- Increase teacher and instructional leader capacity in mathematical reasoning, problem-solving, conceptual understanding, differentiated instruction, and student engagement.
- Strengthen mathematics PLCs through collaborative planning and analysis of student-learning data.
- Use assessment and student-learning evidence to identify needs, guide instruction, and inform next steps.
- Promote consistent instructional practices and support continuous improvement across participating schools.

REQUIRED SERVICES

The successful Offeror shall provide, at a minimum, the following services:

- Professional learning for K-5 teachers, instructional coaches, and school leaders focused on evidence-based mathematics instruction.
- School-based coaching and implementation support, including classroom observations and actionable feedback.
- Support for effective mathematics PLCs through collaborative planning and analysis of student-learning data.
- Learning walks and implementation monitoring designed to identify progress, needs, and opportunities for improvement.
- Consultation and coaching that strengthen lesson structures, mathematical reasoning, problem-solving, conceptual understanding, differentiated instruction, and student engagement.
- Use of assessment and student-learning data to identify needs, guide instruction, and inform instructional next steps.
- Periodic progress updates and recommendations for continuous improvement.

IMPLEMENTATION SCHEDULE

Services are expected to be delivered in three implementation cycles:

- Cycle 1: Upon award through December 2026.
- Cycle 2: January 2027 through February 2027.
- Cycle 3: March 2027 through April 2027.
- Offerors shall propose a detailed implementation schedule showing professional learning, coaching, PLC support, learning walks, progress monitoring, and reporting activities within each cycle. Specific dates will be coordinated with the District after award.

PROFESSIONAL LEARNING AND COACHING APPROACH

The proposed approach shall be evidence-based, practical for K-5 school settings, and designed to build sustainable instructional capacity rather than provide isolated training events.

Professional learning shall connect directly to classroom implementation and shall be reinforced through coaching, observation, feedback, collaborative planning, and follow-up support.

DATA-INFORMED INSTRUCTION AND PROGRESS MONITORING

The Offeror shall describe how assessment and student-learning data will be used to identify instructional needs, support PLC work, guide coaching, monitor implementation, and recommend next steps.

- The Offeror shall work collaboratively with District and school leaders to identify appropriate evidence of implementation and progress throughout the engagement.

TRAINING, CUSTOMER SUPPORT, AND IMPLEMENTATION ASSISTANCE

The successful Offeror shall provide all training, customer support, implementation assistance, and instructional coaching necessary for successful delivery of the services.

- Training and support may be provided through a combination of in-person and virtual/distance learning, as appropriate and approved by the District.
- The Offeror shall provide ongoing implementation support, instructional resources, and communication with District staff as needed throughout the contract period.
- Any additional costs or requirements for training, materials, travel, software, or support must be clearly identified in the proposal and pricing submission.

EXPECTED OUTCOMES

By April 2027, teachers and instructional leaders should demonstrate increased capacity to deliver high-quality mathematics instruction, use student-learning evidence to guide instructional decisions, strengthen collaborative mathematics practices, and support improved K-5 mathematics outcomes across the District.

PROJECT MANAGEMENT AND COMMUNICATION

The Offeror shall designate a qualified Project Manager or lead consultant to serve as the District's primary point of contact.

- The Offeror shall coordinate service dates and activities with designated District staff and maintain timely communication regarding implementation, scheduling, progress, concerns, and recommended adjustments.

DELIVERABLES

At a minimum, the successful Offeror shall provide:

- A detailed implementation plan and schedule covering all three service cycles.
- Professional learning sessions and supporting instructional materials/resources.
- School-based coaching, classroom observation, and actionable feedback.
- Mathematics PLC support and collaborative planning assistance.
- Learning walks and implementation-monitoring activities.
- Documentation of services provided, including professional learning participation and coaching/implementation activities, as appropriate.
- Periodic progress updates identifying work completed, implementation observations, needs, and recommended next steps.
- A final summary report at the conclusion of the engagement describing services delivered, implementation progress, key findings, and recommendations for continued improvement.

NOTE: Taking exceptions to the solicitation or changing the terms and/or conditions of the solicitation may cause the proposal to be determined "nonresponsive" and therefore, not eligible for an award.

IV. INFORMATION FOR OFFEROR TO SUBMIT

PROPOSER GENERAL INFORMATION

Proposers shall respond to each item below in the order presented. Failure to provide the requested information may result in the proposal being determined nonresponsive. Proposers may include additional information that demonstrates their ability to meet the District's requirements.

Any additional or optional service must be described separately and include all associated costs. Undisclosed costs or fees shall not be paid.

- State the Proposer's primary business activities and provide a brief organizational history.
- Describe the Proposer's qualifications and experience providing K-5 mathematics professional learning, instructional coaching, or comparable mathematics improvement services to public school districts.
- Describe the evidence/research base supporting the proposed mathematics instructional and professional learning approach.
- Describe the proposed professional learning model, including format, content, anticipated audience, and how learning will transfer into classroom practice.
- Describe the proposed coaching and implementation-support model, including classroom observations, feedback, collaborative planning, and follow-up support.
- Describe the proposed approach to strengthening mathematics PLCs and using assessment/student-learning data to guide instruction.
- Provide a detailed implementation plan addressing all three service cycles and the proposed sequencing of professional learning, coaching, PLC support, learning walks, monitoring, and reporting.
- Identify the proposed Project Manager/lead consultant and all key personnel. Provide qualifications, relevant K-5 mathematics experience, assigned responsibilities, and resumes or biographies.
- Describe the training, customer support, implementation assistance, instructional resources, and ongoing communication included in the proposal.
- Describe how implementation progress and effectiveness will be monitored and how recommendations will be communicated to District leadership.
- Provide at least three references for similar projects, preferably K-12 public school districts, including organization name,

- contact person, telephone number, email address, project description, and dates of service.
- Identify all subcontractors or third-party service providers and describe the work each will perform.
- Provide representative examples of professional learning materials, implementation tools, progress reports, or other non-confidential work products that demonstrate the proposed approach, if available.
- List any litigation, contract termination for cause, suspension, or debarment involving the Proposer during the past five years, or state that none exists.
- Identify all exceptions in a separate section titled "Exceptions to Solicitation Requirements."
- Provide a complete pricing proposal identifying all professional learning, coaching/implementation support, hourly rates, optional services, travel, materials, and other costs.
- Clearly identify any assumptions, minimum service requirements, optional costs, or other conditions affecting the proposed price.

INSTRUCTION FOR SUBMITTAL OF PROPOSAL

Proposers shall submit their proposal through Beacon Bid (online bidding portal) or deliver one (1) original sealed paper proposal and two (2) additional copies of the Proposal to the Cherokee County School District Finance Department, 141 Twin Lake Rd., Gaffney, SC 29341, no later than 10:00 A.M. EDT on Thursday, September 17, 2026.

By submitting a solicitation response, the Vendor acknowledges that it has had the opportunity to inquire about the District's Procurement Code and Regulations, this solicitation and other pertinent District policy.

The submitted sealed proposal must be signed by an authorized individual who may bind the Vendor to provide the service(s) and/or product(s) in accordance with the specifications contained in this RFP.

The official due time for a solicitation response is maintained according to the Procurement Portal. Faxed or emailed proposals shall not be accepted.

NOTE: PROPOSALS RECEIVED OR DATE STAMPED AFTER THE PROPOSAL DUE/PUBLIC OPENING TIME SHALL NOT BE ACCEPTED OR CONSIDERED.

PRICE PROPOSAL

Pricing shall include all costs necessary to perform the required K-5 mathematics professional learning, coaching, and instructional support services. The pricing schedule shall identify, as applicable: Professional Learning - cost per session/day and/or total cost; Coaching/Implementation Support - cost per day, hour, or service package; Hourly Rates - rates for consultants and other personnel, including any applicable travel or related fees; Alternative/Optional Pricing - optional services or additional support available at an additional cost; and Total Proposal Price - the all-inclusive cost for the services proposed, including materials, travel, and other applicable expenses.

Proposal pricing shall remain valid for a minimum of ninety (90) calendar days from the proposal due date. Initial proposal pricing shall cover all services required for Cycles 1 through 3 and shall clearly identify any additional or optional costs.

Renewal pricing adjustments, if any, shall be governed by the Price Adjustment clause in Section VI. All assumptions, minimum fees, travel charges, material costs, software costs, and potential pass-through expenses shall be disclosed.

Undisclosed costs or fees shall not be paid.

The District is not providing an anticipated budget range or maximum available funding for this solicitation. Offerors shall submit their most competitive pricing in accordance with the requirements of this RFP.

SOLICITATION SECURITY

The District does not require Solicitation Security for this project.

PERFORMANCE AND PAYMENT BONDS

The District does not require Performance and Payment Bonds for this project.

SOLICITATION AND PERFORMANCE CONDITIONS

Unless stated otherwise herein, the governing language of the relationship and project performance between the District and the awarded firms resulting from this solicitation shall be comprised of the solicitation documents, including any attachments, amendments and/or addenda. In the event of a conflict, the solicitation document shall govern.

SUBCONTRACTING

No portion of this contract shall be subleased, assigned, transferred, or conveyed without the expressed prior written approval from the Procurement Officer. Proposed subcontractors shall be identified in the proposal.

PROPOSAL RESPONSE CERTIFICATION

Interested Vendors are hereby notified that a "Proposal Response Certification" statement is included within the solicitation and that by signing the certification statement, with no alterations allowed, the Vendor agrees to be bound by the terms and conditions of the solicitation and by the District's General Terms and Conditions included herein by reference. The Proposal Response Certification statement that is included with this solicitation shall be signed and returned with the proposal.

Should a Vendor decide not to sign the Certification Statement, the reasons for the decision shall be noted on a separate page to be included within the sealed proposal.

An interested Vendor that submits a proposal that contradicts this solicitation and which is not in compliance with the requirements of this solicitation, including the District's General Terms and Conditions, acknowledge and understand that, by doing so, its proposal may be deemed nonresponsive by the District.

A Vendor who takes exceptions to any portion of this solicitation may be deemed "non-responsible" and may not be eligible for an award. The rights and authority of such determination are reserved solely by the Procurement Officers of the District's Finance Department.

V. AWARD CRITERIA

EVALUATION OF PROPOSALS

All proposals will be reviewed for the purpose of determining responsiveness. Any proposal that does not meet the salient requirements of the RFP will be deemed non-responsive. To determine responsibility, all information provided by the Vendor concerning its availability to perform fully the contract requirements, including the integrity and reliability of the Vendor, will be reviewed. This project is on a critical timeline, and a vendor's ability to provide the service / product within the specified period of time will be examined and included in the evaluation. The submission of a proposal for review does not necessarily qualify the Vendor as being responsible or the proposal as being responsive. Failure to provide specific information as requested for use in an evaluation will cause the proposal to be disregarded.

The proposal responses will be evaluated based on the factors as detailed in this solicitation. The Vendor deemed by the District as responsible and whose proposal is the most favorable to the District may be awarded the contract if all other terms and conditions are acceptable to the District and if in the District's best interest.

Vendors must clearly mark the words "**Confidential**" or "**Protected**" next to each section of the proposal that the Vendor considers to be proprietary or may contain confidential information. In no manner or situation will pricing be considered confidential. The District shall have the sole, exclusive right to determine whether such confidential notations are valid and subject to public release. Entire documents shall not be marked as "confidential" or "protected".

The District may request written or oral clarifications of any offer received. However, the District may, at its sole discretion, refuse to accept in full or partially, the response or clarification given by any Vendor.

Vendors are cautioned that the evaluators are not required to request a clarification of the proposal; therefore, **all offers should be complete and reflect the most favorable terms to the District**. The District reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the District.

The District reserves the right to accept or reject, in part or in entirety, any or all proposals or portions of proposals submitted by any Vendor and to waive any informalities or technicalities so as to purchase in the best interest of the District. The District reserves the right to interpret the acceptability of the proposed services and supplies when meeting the intent for use as determined by the end user.

The District reserves the right to negotiate with all responsible Vendors and to cancel in part or in entirety, this solicitation if it is in the best interest of the District. This solicitation does not commit the District to negotiate, hold discussions, award a contract, pay any costs incurred in the preparation of the response to this solicitation or to procure any services and/or supplies.

EVALUATION FACTORS

Selection will be based upon the following criteria shown in the EVALUATION CRITERIA section in order of importance. The proposer shall respond to each evaluation factor. The quality of the response for each factor will be reviewed by each evaluation team member for each proposal. An overall team evaluation and ranking will be determined based upon this process.

The District will evaluate all proposals based upon the Evaluation Criteria set forth in the solicitation. The overall highest ranked, responsible proposer may be awarded a contract if all other terms and conditions of the proposal are acceptable to the District and if in the District's best interest.

The District's evaluation team may request written or oral clarifications of any offer received. However, the District may, at its sole discretion, refuse to accept in full or partially the response to a clarification request provided. Proposers are cautioned that the evaluators are not required to request clarification; therefore, all offers should be complete and reflect the most favorable terms. The District reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the District.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1	Technical Approach & Understanding of Scope	Points Based	30 / (30% of Total)
2	Qualifications, K-5 Mathematics Experience & References	Points Based	20 / (20% of Total)

3	Professional Learning & Coaching Model	Points Based	20 / (20% of Total)
4	Implementation Plan & Ability to Meet Schedule	Points Based	10 / (10% of Total)
5	Total Project Price	Points Based	20 / (20% of Total)

PRICE SCORING METHOD: The lowest responsive and responsible Total Proposal Price for the required scope will receive the full 20 price points. Other responsive and responsible proposals will receive price points calculated as: (Lowest Evaluated Total Proposal Price / Offeror's Evaluated Total Proposal Price) x 20. Optional services priced separately will not be included in the evaluated Total Proposal Price unless the District expressly elects to include them for all Offerors on the same basis.

AWARD

At the official due time, only the names of the proposers will be publicly read aloud. No further information will be provided at the opening in accordance with the District's Procurement Code. Attendance at the public recording is not required in order to have a proposal evaluated.

An award may be made to one (1) responsible firm in order to meet the District's requirements. After proposal review and evaluation, an award may be issued to the overall highest-ranked, responsible firm whose responsive proposal is determined to be the most advantageous to the District, taking into consideration the evaluation and the terms of this solicitation. The right is reserved to reject any and all, or portions of, proposals received. In all cases, the District will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of the solicitation. The District is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous, nor will the District be required to furnish any information regarding the solicitation.

Failure to receive business as a result of this solicitation is not subject to contract controversy.

The Scope of Work/Program Specification section details the period of performance and responsibilities. The initial period of performance shall begin upon final award and continue through completion of the third implementation cycle, anticipated to conclude in April 2027. Offerors shall base their initial proposal pricing on the services required for Cycles 1 through 3. Following the initial period of performance, the District may, at its sole discretion, exercise renewal options. The maximum potential contract term shall not exceed five (5) years from the date of award. Each renewal is subject to satisfactory performance, continued need, availability and appropriation of funds, and written authorization by the District. Renewal is not automatic and does not obligate the District to exercise any renewal option.

The District will evaluate the awarded firm during the period of performance in order to determine if the District's standards and goals contained in the solicitation are being met. When applicable, the District may also evaluate the awarded firm's performance, pertinent records, cost reporting, compliance with deadlines and timeframes, schedule adherence, quality control, communications with District representatives and professionalism. Precise criteria for evaluation of performance will consist, at a minimum, of the terms of this solicitation and others may be developed after award of the contract.

Prices must remain valid for a minimum of ninety (90) calendar days from the proposal due date. Prices submitted shall be inclusive of all costs that the proposer expects the District to pay. The proposing entity's prices shall include all services and ancillary requirements required to perform the services in accordance with the solicitation.

After the contract is awarded, no additional costs will be considered. Hidden or undisclosed costs will not be accepted.

Proposers that submit a price(s) and then change the price(s) or service(s)/product(s) at a later time may have the proposal rejected or the award cancelled at no cost to the District.

The award statement will be publicly posted in the lobby of the Finance Department, 141 Twin Lake Rd., Gaffney, South Carolina, 29341. The public may review this statement during regular office hours. The award will also be posted on the Finance Department website. Actual proposers may be mailed a copy of the Intent to Award document.

Interested parties are responsible for physically confirming the posting of any Intent to Award document.

Contract Termination for Cause

The District may terminate any resulting contract, in whole or in part, immediately upon written notice for cause, including nonperformance, default, negligence, a threat to the health or safety of students or staff, or failure to comply with applicable law or any term or condition of the solicitation or resulting contract. The thirty (30) calendar-day notice requirement applicable to

termination for convenience shall not apply to termination for cause. No termination costs, penalties, or other charges shall be assessed against the District for a termination for cause.

The District reserves the right to terminate an award/contract when the health and safety of students and staff are threatened or for the awarded firm's non-compliance with state law or the terms and conditions of the solicitation.

The District reserves the right to terminate the continuation of any agreement, service or award resulting from this solicitation when funding has not been appropriated. The District does not anticipate canceling a contract; however, it shall reserve the right to act in the best interest of the District and its constituents.

Default

In case of default by the proposer/contractor, the District reserves the right to contract for the services that are in default, from other firms, charging the defaulting proposer/firm with any additional costs incurred by the District as a result of the default. The firm that is determined to be in default shall not be considered a responsible proposer/firm until the assessed charge has been satisfied.

Vendor's Relationship with the District

The awarded firm shall be independent of the District. None of the firm's employees shall be deemed for any purpose to be employees, agents, or servants of the District, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose direction they shall act. No acts performed for or representations made, whether written or oral, by the firm to third parties shall bind the District. The firm shall be solely responsible for the withholding and payment of all federal, state, and local personal income, social security, unemployment, workers compensation and other payroll taxes for its employees. The District shall have no liability of any sort for the firm's employees.

The awarded firm shall be responsible for any loss or damage to property owned by the District, caused, in the opinion of the District, by the firm or its subcontractors and/or representatives. No portion of this solicitation/agreement shall be subleased, assigned, transferred, or conveyed without written approval from a District Procurement Officer prior to or after issuance of the Intent to Award.

The District shall NOT provide vehicles, office space, utilities and operating expenses. These operating expenses include telephone, copier, fax and postage expenses. The awarded firm shall be responsible for all necessary personnel, equipment, supplies and other requirements to fully implement the services required.

Termination for Convenience

At any time during an award/ contract term, if the District wishes to cancel the award/ contract, it will notify the contractor at least thirty (30) calendar days prior to termination unless the award/contract is canceled for cause as noted in the previous section. In the event that this contract is terminated or canceled upon request and for the convenience of the District without thirty (30) calendar day advance written notice, the District shall then negotiate reasonable termination costs, if applicable.

Acknowledgement

By submitting a solicitation response, the proposing firm acknowledges that it has had the opportunity to inquire about the District's Procurement Code and Regulations, this solicitation and other pertinent policy.

By submitting a solicitation response, the proposing firm acknowledges that it is in compliance with all applicable local, state, and federal laws.

Cherokee County School District Procurement Code and Regulations supersede and govern any and all documents and/or policies, whether stated or implied. Cherokee County School District reserves the right to reject any or all proposals or portions of proposals and to waive any informalities or technicalities so as to purchase in the best interest of the District.

Vendor Responsibility

Responsibility of the proposer shall be ascertained for each contract awarded by the District based upon full disclosure to the District concerning capacity to meet the terms of the contracts and based upon a past record of performance for similar contracts. The failure of a proposer to supply information promptly to the District may be grounds for a determination of non-responsibility with respect to such proposer. Failure to provide requested information may result in rejection of a solicitation response and/or suspension and/or debarment of the proposer.

The District shall be entitled to audit the books and records of a contractor or any subcontractor under any contract or subcontract other than a firm fixed price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by a District Procurement official.

Due care and diligence have been used in the preparation of the scope of work and/or the specifications and the information contained therein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely upon the Vendor. The District will not be

responsible for any errors or omissions in the Vendor's response nor for the failure on the part of the Vendor to determine the full extent of the solicitation requirements and exposures.

The Vendor may ask questions subject to the Inquiry Deadline and the previously stated inquiry instructions.

The awarded firm/individual shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Firms shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin, or physical disability. Responding firms should provide information regarding the use of minority subcontractors if applicable or if requested by the District. Assistance to minority and disadvantaged firms and individuals is available in accordance with the District's Minority Business Enterprise Utilization Plan

Use of District Name

The awarded Vendor shall not use the name of the District in advertising or in seeking or joining into contracts with suppliers, customers or for any other manner. The Vendor shall make all of its contracts in its own name and the awarded Vendor shall be responsible for its financial obligations and contracts, not the District.

Cooperative Purchasing (When Applicable)

The District's Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful Vendor and the other public procurement unit.

No other public procurement unit is required to make use of this capability as participation is at the discretion of the other public procurement unit. This District is not bound by any other public entities' solicitation, award or other contract.

The District shall not guarantee the participation of another public procurement unit nor be responsible for any resulting business or non-business with any other entity. Purchase Orders, delivery arrangements, payments and any other type of contractual documentation or performance shall be the responsibility of the actual participating public procurement unit, not Cherokee County School District. The successful Vendor shall hold harmless the District, its employees, Administration, Board of Trustees and its representatives for any loss or damage as the result of the action or inaction of another public procurement unit.

Prepayment

The District shall not approve or process payment to an awarded firm or its subcontractor prior to the delivery of product or the service(s) being performed or upon agreed upon milestones. Proposers or its representatives that do not honor this requirement shall not receive payment and may have their contract cancelled with no penalty levied against the District.

Procurement Card and ACH Processing (If Applicable)

The District has the capability to pay the majority of vendor invoices with a District managed Procurement Card (P-Card) and/or an Automated Clearing House (ACH) processing method. The District reserves the right to request that the awarded vendor process invoice/payment transactions by use of the District P-Card or ACH processing method. Failure by the vendor to provide P-Card and/or ACH transaction processing capabilities shall not be grounds for rejection of a proposal nor shall it create a contract controversy. **Any discounts offered by the vendor as the result of the District's use of the P-Card or ACH processing should be noted in the solicitation response on a separate page entitled Procurement Card and ACH Processing Capability.**

Technology Requirement (When Applicable)

The following requirement has been prepared by the District's Education Technology Services (ETS) department for compliance, where applicable:

"For all COTS (commercial off the shelf applications), the Offeror shall submit security audit documentation which meets State and Federal law along with applicable regulatory standards including, but not limited to: the South Carolina Public Records Act, Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Pupil Privacy Rights Act (PPRA), Individuals with Disabilities Education Act (IDEA), Gramm-Leach Bliley Act (GLBA), and Payment Card Industry Data Security Standard (PCI-DSS). Applications must also meet or exceed verifiable Cherokee County School District security review and security application testing specifications, including, but not limited to: Open Web Application Security Project (OWASP), The Web Application Security Consortium (WASC), and United States Computer Emergency Readiness Team (US-CERT) National Vulnerability Database (NVD) as part of the Request for Proposal or Invitation for Bid submission."

Iran Divestment Act – Certification (Dec 2015)

(a) The Iran Divestment Act List is a list published by the Authority pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-

57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [07-7A072-1]

Iran Divestment Act – Ongoing Obligations (Jan 2015)

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

Bidder's Rights

Bidders may have the right to protest this solicitation or its subsequent award in accordance with Article XVII of the District's Procurement Code. Should a protest period end on a day that the District is closed; the protestor may file by 5:00 P.M. the following full day that the District is open for business.

South Carolina Illegal Immigration Reform Act

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agrees to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its 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. (An overview is available at www.procurement.sc.gov).

State and Federal Laws and Regulations (Revised 10/13/22)

Cherokee County School District requires adherence and itself adheres to all applicable State and Federal laws and regulations including "2 CFR, Subtitle A, Chapter II Subpart D, 200.322 Domestic Preferences for Procurements".

The successful vendor's work, end product, and/or services shall meet all local, state and federal requirements.

Permits, Licenses and Taxes

The proposer shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the District or under contract with the District, shall acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the District. It is recommended that interested firms contact the following to learn of any pertinent requirements or licenses:

- I. The South Carolina Secretary of State's office (www.scsos.com)
- II. The South Carolina Department of Revenue
- III. South Carolina Department of Labor, Licensing and Regulation (www.llr.sc.gov)

The District shall not interpret the requirements of other public entities on behalf of the proposer.

Firms shall obtain all necessary permits and licenses required by local, state and Federal law and regulations prior to any award or agreement and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the undersigned Procurement Officer shall be notified immediately.

The firm shall pay all excise taxes, retail taxes and other fees imposed. The firm assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the District's administrative officials.

Contractor Licensing

Offerors shall possess all licenses, registrations, and authorizations required by applicable federal, state, and local law to perform the services described in this RFP. The successful Offeror shall provide evidence of any required licensure or registration upon request and prior to award.

The successful Offeror shall comply with all applicable federal, state, and local business-registration and licensing requirements throughout the contract term. Evidence of required registration or licensure may be requested by the District prior to award.

Indemnity

The proposing firm agrees to indemnify and hold harmless the District and the District's members, officers, trustees,

employees, servants and agents, from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from the awarded firm's actions or omissions relating to this solicitation or any subsequent Agreement, or arising out of the awarded entity's breach of contract or failure to perform any term, covenant, condition or agreement herein provided to be performed by the awarded firm or individual.

The District shall not indemnify and/or hold harmless any proposing entity or its representatives as this action is not statutorily allowed by South Carolina law.

Certification Regarding Debarment and Other Responsibility Matters (Dec. 2021)

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

(i) The Vendor 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; 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, civilly charged, or otherwise criminally charged by a governmental entity with commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Vendor 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) For purposes of this certification, "principals" means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity, such as a general manager, plant manager, or head of a subsidiary, division, or business segment.

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

(c) If the Vendor is unable to certify the representations stated in paragraph (a)(1), the Vendor must submit a written explanation. The certification will be considered in connection with a review of the Vendor's responsibility. Failure to furnish additional information requested by the Procurement Officer may render the Vendor nonresponsive.

(d) Nothing in the foregoing requires establishment of a system of records to render, in good faith, the certification required by paragraph

(a). The Vendor's knowledge and information need not exceed that normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) is a material representation of fact upon which the District relies in making an award. If it is later determined that the Vendor knowingly or in bad faith rendered an erroneous certification, the Procurement Officer may, in addition to other remedies available to the District, terminate the resulting contract for default. [02-2A035-1]

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to provisions required by the federal awarding agency or the non-federal entity, contracts made under a federal award must contain the following provisions, as applicable:

- Contracts for more than the simplified acquisition threshold, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies when contractors violate or breach contract terms and provide appropriate sanctions and penalties.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity, including the manner by which termination will be effected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, contracts that meet the definition of a federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal-opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR Part 60.
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations at 29 CFR Part 5. Contractors must pay laborers and mechanics not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and must pay wages at least weekly. The non-federal entity must place a copy of the current prevailing-wage determination in each solicitation, condition award on acceptance of that determination, and report suspected or reported violations to the federal awarding agency. Contracts must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. 3145), as supplemented by 29 CFR Part 3. Contractors and subrecipients must be prohibited from inducing any person employed in construction, completion, or repair of public work to give up any compensation to which that person is entitled, and the non-federal entity must report suspected or reported violations to the federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, contracts in excess of \$100,000 involving mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by 29 CFR Part 5. Each contractor must compute wages on the basis of a 40-hour

workweek and compensate work above 40 hours at not less than one and one-half times the basic rate. Applicable construction work must not require laborers or mechanics to work in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to purchases of supplies, materials, or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of a funding agreement under 37 CFR § 401.2(a), and the recipient or subrecipient enters into a contract with a small business firm or nonprofit organization regarding substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with 37 CFR Part 401 and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants in excess of \$150,000 must contain a provision requiring the non-federal award recipient to comply with all applicable standards, orders, and regulations issued under these Acts. Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency.
- Debarment and Suspension (Executive Orders 12549 and 12689). A contract award may not be made to parties listed in the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR Part 180 implementing Executive Orders 12549 and 12689.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier must certify that it has not used federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant, or other covered award. Each tier must also disclose lobbying with non-federal funds related to obtaining a federal award, and disclosures must be forwarded from tier to tier to the non-federal award recipient.
- See 2 CFR §§ 200.216, 200.322, and 200.323.

VI. TERMS AND CONDITIONS

While effort has been made to separate substantive and procedural matters through the division of a solicitation or agreement into various parts, the distinctions between such categories are not always exact. Consequently, offerors are advised that all contents of a solicitation or agreement will constitute the substantive terms and conditions of the relationship, if any occurs, between the offeror and the District in accordance with this document.

DEFINITIONS

The terms, "vendor", "contractor", "prime contractor", "contractor", "firm", "offeror", "proposer", "responder", "supplier", "entity" or "bidder" may be used interchangeably and refers to the entity offering a bid/proposal. These terms are defined as including a legal business association of one (1) or more persons existing at the time of the bid/proposal submission. The terms "solicitation", "Invitation for Bid", "Bid", "Request for Proposal", "Proposal", "Quotation", "Quote" may be used interchangeably and refers to the solicitation. The term "Agreement" means any transaction or contractual arrangement contemplated or created as a result of, arising out of, or relating to the solicitation and subsequent award. The terms, "Cherokee County School District", "Customer", "Owner", "District", "CCSD", "Board of Trustees" and "Board" may be used interchangeably and refers to the entity issuing the solicitation, receiving and reviewing the proposals and issuing an award. The term "Day" or "Days" refers to calendar days, unless noted otherwise.

GOVERNING LAW

The contractor or offeror shall comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to bid and/or conduct business in said State. By signing an Agreement or by offering a bid or proposal or agreement, contractor agrees to subject itself to the jurisdiction and process of the District's Procurement Code and Regulations, the courts of the State of South Carolina or federal courts as to all matters and disputes arising or may arise under and in regard to the solicitation, Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

The solicitation and/or Agreement and any dispute, claim or controversy relating to the solicitation and/or Agreement shall, in all respects, be interpreted, construed, enforced and governed by and in accordance with the Procurement Code and Regulations of The School District of Cherokee County and the laws of the State of South Carolina. All disputes, claims or controversies relating to the Agreement shall be resolved exclusively by the District's Chief Procurement Officer or Procurement Officer in accordance with Article XVII of The School District of Cherokee County's Procurement Code or in the absence of jurisdiction, the Court of Common Pleas for, or a federal court located in, Cherokee County, State of South Carolina. Contractor or offeror agrees that any act by the District regarding the solicitation and/or Agreement is not a waiver of either the District's sovereign immunity or the District's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction, contract, understanding or agreement arising out of, relating to, or contemplated by the pertinent solicitation and/or agreement between the proposer and the District.

The District shall not accept, enter into or sign any proposed agreement(s), document(s), offer(s), contract(s), leases(s) and/or provision(s) that materially conflicts with the District's General Terms and Conditions, the requirements of a solicitation or which are determined not to be in the best interest of the District.

The solicitation and the District's General Terms and Conditions shall govern and take precedence as the contract between the District and the awarded entity. The terms of the agreement between the District and the successful/awarded entity

shall comply with the requirements contained in this solicitation and the District's General Terms and Conditions.

CONTRACTUAL NEGOTIATIONS

Contract negotiations, if applicable, may be started at the District's discretion, with the apparent successful offeror. If any points/issues exist that cannot be resolved, so that a final contract, to the mutual satisfaction of all parties, can be reached, negotiations may be initiated with the next qualified offeror. All contractual documents submitted will be subject to approval of the District.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

Any contract resulting from this solicitation shall include the following documents: (1) a Record of Negotiations, if any, executed by the vendor and the District, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as may be amended, (4) modifications, if any, to an offer, if accepted by the District, (5) the vendor's offer, (6) any statement reflecting the District's final acceptance (award), (7) purchase orders, and (8) any related contracts or agreements executed by the District and the proposer. These documents shall be read to be consistent and complimentary. Any document signed or otherwise agreed to by persons other than the Chief Financial Officer or a Procurement Officer shall be void and of no effect.

OFFEROR RESPONSIBILITY

The offeror is the entity that is proposing or offering to perform work or supply service(s) and/or material(s) to the District. Each offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this solicitation or agreement. The omission of an offeror to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such offeror of any obligation with respect to the proposal or to any contract resulting from a solicitation or agreement. Offerors are notified that failure to inspect, familiarize or otherwise gather information as to the total cost to the District will, in addition to any and all other remedies available, create cost difference liabilities and claims against the ultimately successful contractor. Offerors shall notify the District of all costs reasonably expected.

BID/PROPOSAL/AGREEMENT CONSTITUTES OFFER

By submitting a bid/proposal or agreement, the offeror agrees to be governed by the terms and conditions as set forth in the solicitation document or proposed agreement and the District Procurement Code and Regulations. Any bid or proposal response or proposed agreement containing variations from the terms and conditions set forth herein may, at the sole discretion of the District, render such bid or proposal or agreement non-responsive. Any inconsistencies between the solicitation and any other contractual instrument shall be governed by the terms and conditions of the solicitation or proposed agreement, except where subsequent amendments to any contract resulting from the award are specifically agreed to in writing by the parties in order to supersede any such provisions of the solicitation or other contractual document.

SPECIFICATIONS MANDATORY

The offeror must meet all of the mandatory specifications and requirements set forth in the solicitation or proposed agreement. By incorporating said specifications into the offeror's response, subject to acceptance by the District of any amendments hereto as submitted by the offeror, the offeror is agreeing to comply with said solicitation specifications or agreement. Failure to provide mandatory evidence of capability will result in a low evaluation ranking of the offeror's bid/proposal. Items designated as evaluation factors will be evaluated and rated in accordance with the evaluation criteria, if applicable.

INQUIRIES

Every effort has been made to ensure that all information needed by an offeror is included herein. If an offeror finds that it cannot provide a response without additional information, it may submit written questions to the person designated herein on or before the deadline set forth in the solicitation. Questions shall not be accepted by the District after the specified date. All replies to questions will be in writing and contained within an addendum. When a question received by the District is found to be previously and sufficiently addressed in the solicitation, that question will

be returned to the proposer with a reference to the part of the solicitation containing the answer. All questions and written replies will be distributed to all known interested firms and individuals via an addendum and will be regarded as a part and parcel of the solicitation.

AMENDMENTS OR ADDENDA

If it becomes necessary to revise any part of the solicitation or agreement, amendments in the form of an addendum will be provided in writing to all known, interested firms and individuals.

ALL AMENDMENTS TO AND INTERPRETATIONS OF A SOLICITATION SHALL BE IN WRITING. THE DISTRICT SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT, ADDENDUM, INFORMATION OR INTERPRETATION THAT IS NOT IN WRITING.

COMPANY EXPERIENCE AND REFERENCE ACCOUNTS

If requested, interested firms and individuals must provide reference accounts where the services and/or equipment/material(s) offered were similar to the services and/or equipment/material(s) requested in the solicitation. The intent is to show company experience in receiving contracts for, and delivery of, goods and services similar to those proposed. Information should include the name, address, telephone number, and title of the person to contact for inquiry as to the proposer's experience and performance. Referenced accounts must not be company owned or an affiliate of the bidder or proposer.

The District reserves the right to consider historic information and facts about the bidder or proposer, whether gained from

the submitted response, question and answer conferences, references or any other source, during the evaluation process.

SOLICITATIONS/AGREEMENTS SIGNED

All proposals must be signed by an authorized representative of the Offeror who has authority to bind the Offeror to the proposal. An unsigned proposal shall be rejected as nonresponsive. Any resulting contract must also be signed by an authorized representative of the Offeror.

PUBLIC OPENING

All bids/proposals received in response to a solicitation will be recorded publicly at the time and place specified in the solicitation. The name of each offeror shall be announced, recorded and made available for scheduled public inspection.

POSTING OF AWARD

Solicitation awards shall be posted in the District's Finance Department located at 141 Twin Lake Rd., Gaffney, South Carolina. Awards may be viewed during normal business hours. The Finance Department may be contacted to determine if a particular award has been posted.

RIGHT TO PROTEST

Protest rights and procedures are governed by Article XVII, Section 4210 of the District's Procurement Code and the PROTESTS provision in Section II.A of this solicitation. In the event of any conflict, the Procurement Code controls.

CLARIFICATIONS

The District reserves the right, at any time after opening and prior to award, to request from any apparently responsible bidder or proposer, clarification(s) of the bid/proposal submitted to the District, address questions or to seek or provide other information regarding the offeror's submittal/response. This process may be used for such purposes as providing an opportunity for the offeror to clarify its bid/proposal in order to assure mutual understanding and to determine acceptability.

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 via a solicitation method by issuing a Purchase Order. Purchase Orders may be used to elect any options available pursuant to a solicitation; e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of the solicitation.

PATENT AND COPYRIGHT LIABILITY

If notified promptly in writing by the District of any actions (and all prior claims relating to such action) brought against the District, based on a claim that the District's use of the services or any products offered, including software, infringes a United States patent or copyright, the contractor will defend and indemnify the District in such action at its expense and will pay the costs and damages awarded in such action, provided that the contractor shall have sole control of the defense of any such action and all negotiation for its settlement or compromise. The District shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the contractor without its written consent.

If principles of government or public law are involved, the District may participate in the defense of any action. If, in the opinion of the contractor, the products furnished there under are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the contractor may, at its option and expense, (a) obtain the right for the District to continue to use such goods; or (b) substitute, with prior notice and District approval, for the alleged infringing products other equally suitable products that are satisfactory to the District; or (c) take back, with District approval, such products, provided however, that the contractor will not exercise option (c) until the contractor and the District have evaluated options (a) and (b). In such event, contractor will reimburse the District for the purchase price of any goods removed pursuant to option (c).

TAXES

Prices shall include all applicable taxes unless otherwise noted. The current tax rate in South Carolina is six percent (6%). In the event that the contractor fails to pay or delays in paying to any taxing authorities sums paid by the District to the contractor, the 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.

PRICE ADJUSTMENT

Any request for price increase must be submitted to the user location and the District's Finance Department by the contractor at least sixty (60) calendar days prior to any proposed contract extension. The price increase will only become effective if agreed to in writing by the District's Finance Department. The maximum increase shall not exceed three percent (3%) or the adjusted percent change from the previously reported period shown in the Producers Price Index (PPI), or in the Consumer Price Index for all urban consumers (CPI-U), whichever is less at the time of renewal.

TERMINATION BY DISTRICT

Termination for Non-appropriations:

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, or there is no further need for the equipment, material(s), service(s) and program products to satisfy the need for which same were acquired herein, then the District shall promptly notify the contractor of such occurrence, and this Agreement shall create no further obligation of the District as to such current or succeeding fiscal year and shall be null

and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the District of any kind whatsoever.

SUSPENSION BY DISTRICT

The District reserves the right to suspend Contractor's work, with or without cause, upon three (3) calendar day's written notice. If the suspension was not due to any default by Contractor, the District will reasonably and equitably adjust the amount(s) to be paid to Contractor when work is resumed.

TERMINATION BY CONTRACTOR

Requests for termination of a contract by the contractor must be received in writing by a District Procurement Officer at least sixty (60) calendar days prior to the requested contract termination date.

WAIVERS

No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default.

APPROVAL OF PUBLICITY RELEASES

The contractor shall not have the right to include the District's name in its published list of customers or use of the District or individual school logo without prior approval of the District. The contractor agrees not to publish or cite in any form any comments or quotes from District staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the District without the written consent of an authorized District official.

AFFIRMATIVE ACTION

The successful bidder shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Vendors shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin, or physical disability. Vendors should provide information regarding the use of minority subcontractors if applicable or if requested by the District. Assistance to minority and disadvantaged firms and individuals is available in accordance with the District's Minority Business Enterprise Utilization Plan. Vendors should contact the Finance Department with questions regarding this plan.

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) calendar 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.

INDEMNIFICATION

Cherokee County School District, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials or equipment furnished by the contractor or actions by the contractor, provided that such liability is not attributable to negligence on the part of the District or failure of the District to use the materials in the manner outlined by the contractor.

The District shall not indemnify and/or hold harmless any proposing entity or its representatives as this action is not statutorily allowed by South Carolina law.

CONTRACTOR RESPONSIBILITY

The contractor alone will be held solely responsible to the District for performance of all contractor obligations under any contract resulting from the awarded solicitation.

The contractor warrants that services will be provided in a professional manner. The contractor shall be responsible for the full performance of any subcontractors and/or suppliers and the District shall rely solely upon said contractor for project compliance and proper contractual performance.

CONTRACTOR'S USE OF DISTRICT PROPERTY

Upon termination of the contract for any reason, the District shall have the right to 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. All District property and information is to be considered confidential in nature and shall not be disseminated or transferred without the District's written authorization.

IMPORTANT: Student and Staff Safety

The awarded entity shall be required to verify that criminal conviction inquiries/checks and pertinent criminal background inquiries/checks have been conducted on all of its employees and the subcontractors who may interact with staff and/or students during the performance of the solicitation requirements/awarded Scope of Work or who may have a need to enter District property related to the performance of the contract or who may have access to personal student or District personnel information.

Persons who are identified as a Sex Offender or violator as defined by the South Carolina Code of Laws (Ann. 2006), Paragraph 223-3-400 or other statute or any other states' statutes; are prohibited from entering any of Cherokee County School District at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the contractor or any subcontractor who are under investigation or have been charged with crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

While performing under this solicitation and subsequent award, a firm/individual/supplier who delivers material and/or a service to a District site at the direction of a contractor and/or a subcontractor shall be considered under the supervision of the contractor and/or subcontractor and shall be in compliance with this requirement. Contractor's and subcontractor's employees are not to interact with students at any time. Contractor's and subcontractor's employees are not to be in areas where students are present or may be present without prior authorization from the school's principal or designee.

Failure by the awarded firm, its subcontractors or any representative of the contractor or subcontractor to observe this requirement or any violation of this solicitation's requirements shall result in the immediate termination of any existing contract and no penalty or other costs shall be levied against the District.

NOTE: All personnel entering District property and/or having contact with students or staff on District property shall be subject to a South Carolina State Law Enforcement Division (SLED) background/criminal check/investigation prior to being allowed entry or the performance of any duties. All schools have automated equipment which allows instant verification of an individual's status.

IMMIGRATION REQUIREMENTS

By signing the bid or proposer, the bidder or proposer certifies that it 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 the bidder and/or its subcontractors or sub-subcontractors; or (b) that the bidder and its 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." The bidder agrees to include in any contracts with its subcontractors, language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) to include in the subcontractor's contracts with the sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

State and Federal Laws and Regulations

Cherokee County School District requires adherence and itself adheres to all applicable State and Federal laws and regulations including "2 CFR, Subtitle A, Chapter II Subpart D, 200.322 Domestic Preferences for Procurements".

Permits, Licenses and Taxes

The bidder shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the District or under contract with the District, shall acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the District. It is recommended that firms contact the following to learn of any pertinent requirements or licenses:

The South Carolina Secretary of State's office (www.scsos.com) The South Carolina Department of Revenue

The South Carolina Department of Labor, Licensing and Regulation

The District shall not interpret the requirements of other public entities on behalf of the proposer.

Firms shall obtain all necessary permits and licenses required by local, state and Federal law prior to any award or agreement and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the undersigned Procurement Officer shall be notified immediately.

The awarded entity shall pay all excise taxes, retail taxes and other fees imposed. The entity assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the District's administrative officials.

By submitting a bid/proposal the bidder/proposer affirms that it shall possess and maintain all required license(s) prior to award and throughout the period of performance.

INSURANCE

Contractor shall maintain, throughout the performance of its obligations under this Agreement, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the contractor or any of its subcontractors or their respective officers, directors,

employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from a solicitation and/or contract.

CONTRACTOR'S LIABILITY INSURANCE

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

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

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000 Products/Completed Operations \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000 Medical Expense (Any one person) \$ 5,000

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

Combined Single Limit \$1,000,000 OR

Bodily Injury & Property Damage (each) \$750,000 WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 per Acc.

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

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days' notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names the District as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

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

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

INDEMNIFICATION - THIRD PARTY CLAIMS

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow the Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow the Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with the Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

ASSIGNMENT

No solicitation response, contract or any of its provisions may be assigned, sublet, or transferred without the prior written consent of the District.

PAYMENT

The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District.

INTELLECTUAL PROPERTY INFRINGEMENT

Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The District shall allow the Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The District shall allow the Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against the District's use of any acquired item, or if in the Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, the Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for the District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the District. If neither (1) nor (2), above, is practical, the District may require that the Contractor remove the acquired item from the District, refund to the District any charge(s) paid by the District, and take all steps necessary to have the District released from any further liability. (c) the Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by the Contractor's compliance with specifications furnished by the District unless the Contractor knew or reasonably had prior knowledge or suspected its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by the Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to the Contractor and failed to identify such product to the Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

OWNERSHIP OF DATA & MATERIALS

All data, information, material and documentation either specially prepared by Contractor for the District or provided by the District pursuant to this solicitation shall belong exclusively to the District.

PRIVACY – WEB SERVICES

The offeror agrees that any information acquired by about individuals or businesses which are available to the offeror as a result of the performance of this solicitation award/contract shall not be retained beyond the end of the term of the contracted project without the express written consent of the District. Such information shall not be sold, traded, or released in any form to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, the contractor shall provide written confirmation of compliance with this clause.

PROPRIETARY SOFTWARE (WHEN APPLICABLE)

Definition

Proprietary software is defined as data programs, non-custom written, non-made for hire software supplied by the contractor on a magnetic tape, disk, semiconductor device or other memory device; or system memory including hard wired logic instructions, microcode and documentation used to describe, maintain and use the programs.

License

The District is hereby granted a non-exclusive, fully paid perpetual license to use the contractor's proprietary software associated with the materials and/or hardware acquired, but only in conjunction with the material, equipment and/or service purchased pursuant to this Agreement.

Title

Title to any proprietary software, provided by the contractor to the District will remain with the contractor.

Trade Secrets

The District agrees that proprietary software is a trade secret of the contractor. The District agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the District for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the District without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld.

Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

Source Code

In the event the contractor, at any point during the continued installation and operation of the equipment herein acquired, discontinues the conduct of business, or for any reason fails to continue to support the proprietary software; the District will be provided a copy of the source code for said proprietary software, at no expense to the District.

Escrow for Source Code: In the event the contractor at any point during the continued installation and operation of the software herein acquired discontinues the conduct of business or for any other reason fails to continue to support the software, the District shall be provided a copy of the source code for said software within thirty days at no expense to the District.

For the effective term of this contract, contractor will provide, to a mutually agreed upon escrow agent in the United States, the most recent version of the source code on magnetic media. The proprietary source code shall be deposited into the escrow account within fifteen (15) calendar days of the initiation of the contract, or any major update, non-customized enhancement, version or release of said licensed software.

The source code may be accessed only upon the following conditions:

- a. The contractor refuses to provide software maintenance, bug fixes, upgrades, updates and/or enhancement services under the terms set forth in this contract or as generally provided similarly situated customers; or
- b. The contractor ceases to do business or exist as a valid business entity, as evidenced by an adjudication of bankruptcy or other definitive measure of cessation of operations.

With regards to proprietary software, the District may not sell, assign lease, or otherwise provide said source code(s) to any other person, firm or entity, regardless of modification, without the express written consent of the contractor, its successors, and assigns.

CUSTOMIZED SOFTWARE

Definition

Customized software is defined as made-for-hire, custom written and customer specific computer programs developed for the District by the contractor or by employees or agents of the District on magnetic tape, disk, semiconductor device or their memory device or system memory including hard wired logic instructions, microcode; and documentation used to describe, maintain and use the programs and any and all of the foregoing created in conjunction with this contract.

Title

Title to the customized software rests in the District as set forth herein. The contractor shall thereafter have no right, title or interest in any customized software. As herein used, title includes providing to the District all intellectual elements of the customized software including, but not limited to, developmental, work product, notes, object and source codes and any other items or material regardless of form which would aid the District in understanding, using, maintaining, and enhancing the pertinent customized software.

Software Tools

The contractor shall provide to the District, simultaneous with its initial installation and any subsequent enhancements, upgrades, modifications, "patches", fixes, etc., software tools (including, but not limited to compilers, editors, etc.) that the District may require to maintain or to enhance the customized software. The price for said tools and the cost to train District personnel to maintain and/or to enhance the customized software shall be noted separately and included in the contractor's cost bid/proposal submitted to the District in response to the solicitation.

ETHICS ACT

By submitting an offer, the vendor certifies that it is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of a public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of a public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids/proposals – Section 8-13-1150. Any questions regarding the General Terms and Conditions shall be directed in writing to the Procurement Officer, Cherokee County School District Finance Department, 141 Twin Lake Rd., Gaffney, South Carolina 29341, at lindsey.bocachica@cherokee1.org.

VII. PROPOSAL PRICING

The cost proposal shall be provided as a separate section of the proposal response. It must identify all anticipated costs for the required scope, including professional learning, coaching/implementation support, consultant hourly or daily rates, materials, travel, software (if any), optional services, and the all-inclusive Total Proposal Price. Optional services shall be priced separately and will not be included in the evaluated Total Proposal Price unless specifically stated by the District.

By submission of a response, the Proposer certifies that it has read and understands all requirements contained in this solicitation and agrees to be bound by its terms and conditions. Payment will be made for services rendered and accepted, or upon agreed milestones, following submission of a proper invoice and in accordance with the District's payment provisions. The Proposer has availed itself of every opportunity to understand the requirements of this solicitation.

The District appreciates the proposer's interest in meeting the District's needs.

Enclosures: Proposal Response Certification
Certification of a Drug-Free Workplace Form

Proposal Submission Checklist

Have you included the following?

RFP Cover Sheet

Pricing Proposal

Proposal Response Certification

Certification of Drug Free Workplace

References (minimum of three)

Implementation Plan/ Schedule

Key Personnel/ Resumes or Biographies

Proposer Information Responses

PROPOSAL RESPONSE CERTIFICATION
K-5 Mathematics Professional Learning, Coaching & Instructional Support
RFP No. 2027-08

As an authorized representative of the Proposer, I hereby certify that the costs and services stated are accurate and binding for not less than ninety (90) calendar days from the solicitation due date. All costs and charges are accurate and complete as stated in the proposal and are inclusive of all costs the District is expected to pay. If an award is not made within ninety (90) calendar days, it shall be incumbent upon the Proposer to notify the District, in writing, if it does not want its proposal further considered. Failure to notify the District shall mean that the proposal remains valid until an award is made or the solicitation is cancelled.

I further certify that the Proposer will deliver the service(s) as required by the solicitation. No additional costs or payments to any entity, including the Proposer, shall be requested of the District due to any miscalculation, deficiency or other cause later discovered. The Terms and Conditions of the solicitation are accepted by the undersigned.

I certify that the Proposer has availed itself of every opportunity to understand the solicitation, the District's Procurement Code and Regulations and other pertinent District policy.

By submission of a proposal, I certify that the Proposer has read and understands all of the requirements and conditions of the solicitation and shall be bound by such without exception. Therefore, the undersigned respectfully submits its proposal.

Name of Firm

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date _____ Telephone/FAX Number _____

Email Address: _____

***Return this form. It is required that this Proposal Certification form be completed and shall be returned unaltered with the proposal.

Cherokee County School District
Certification of a Drug-Free Workplace
RFP 2027-08

This certification is required by the Drug-free Workplace Act, Section 44-107-10 *et seq* South Carolina Code of Laws (1976, as amended). The regulation requires signed Certification by Proposers/Contractors/Vendors prior to an award, that the entity shall maintain a drug-free workplace as required below and in accordance with South Carolina law. The signed Certification is a material and binding representation of fact upon which reliance shall be placed when determining the award of a contract. False representation or violation of the Certification requirements shall be grounds for suspension of payments, suspension and/or termination of any contract, or suspension and/or debarment regarding the right to submit bids or proposals to Cherokee County School District.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107-20(1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines a workplace to include any District site where work is performed to carry out the Contractor's/ Vendor's duties under an award/contract. The Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it shall provide and maintain a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on a District site or in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than Five (5) calendar days after the conviction;
- (5) Notifying the District within Ten (10) calendar days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) The Contractor/Vendor shall take one of the following actions, within Thirty (30) calendar days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health facility/service, law enforcement agency or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5), and (6) above.

Cherokee County School District
Certification of a Drug-Free Workplace
RFP 2027-08

Solicitation/Contract Number: RFP 2027-08

Project Name: K-5 Mathematics Professional Learning, Coaching & Instructional Support

Contractor/Vendor Name:

Address:

Authorized Representative Name/Title:

Signature: _____

Date: _____

Witness:

Note: Prior to an award, this Certification Form is required to be submitted for all contracts for a stated or estimated value of \$ 10,000 or more.

***** Return both pages of this form in the proposal package*****