



REQUEST FOR PROPOSALS

RFP NUMBER: P2027-0002

DESCRIPTION: Demographic Assessment and Optimization Planning Services

ISSUE DATE: 10/1/2026

ISSUED BY: Lori Miller

SUBMIT PROPOSAL

CLOSING DATE: Oct. 28th, 2026, 2:00 PM (EST)

**AIKEN COUNTY SCHOOL DISTRICT
PROCUREMENT DEPARTMENT
61 GIVEN STREET
AIKEN, SC 29805**

NOTE: FAXED and EMAILED RESPONSES TO THIS RFP ARE NOT ACCEPTABLE

AIKEN COUNTY SCHOOL DISTRICT (AIKEN) ASSUMES NO RESPONSIBILITY FOR IMPROPERLY MARKED OR MISDIRECTED RESPONSES AND/OR CORRESPONDENCE RELATED TO THIS DOCUMENT.

OFFERORS MUST PROVIDE THE FOLLOWING INFORMATION:

NAME OF COMPANY	MAILING ADDRESS		
(AREA CODE) PHONE NUMBER	CITY	STATE	ZIP
EMAIL ADDRESS	FEDERAL ID. OR SS# IF AVAILABLE		
MINORITY/WOMEN OWNED BUSINESS? YES ~ or ~ NO (circle one)			

I/WE THE UNDERSIGNED UNDER PENALTIES OF PERJURY CERTIFY:

- 1) SUBMISSION OF A REPOSE TO THIS RFP DOES NOT VIOLATE ANY FEDERAL OR STATE ANTI-TRUST LAWS
- 2) COMPLIANCE WITH ALL REQUIREMENTS OF THE SOUTH CAROLINA DRUG-FREE WORKPLACE ACT, SECTION 44-107-10, ET SEQ, S.C. CODE ANN, (1976).
(APPLICABLE TO AWARDS IN EXCESS OF \$50,000).
- 3) COMPLIANCE WITH THE CODE OF LAWS OF SOUTH CAROLINA REGARDING THE ETHICS, GOVERNMENT COMPLIANCE WITH S.C. TAX WITHOLDING AMENDMENTS SECTION 12-9-310(A) 2(3).
- 4) TO FURNISH ITEM(S) AND OR SERVICE(S) IDENTIFIED HEREIN, AT THE PRICE(S) QUOTED, PURSUANT TO ALL TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT OR ANY SUBSEQUENT WRITTEN AMENDMENTS, WHICH CLEARLY REFERENCE THIS RFP NUMBER.
- 5) COMPLIANCE WITH ALL PROVISIONS AND CLAUSES BY REFERENCES IDENTIFIED HEREIN.
- 6) RECOGNITION THAT THIS SOCLICITATION IS GOVERNED BY THE AIKEN COUNTY SCHOOL DISTRICT PROCUREMENT CODE.

AUTHORIZED SIGNATURE

AUTHORIZED NAME (PRINT/TYPED)

******* PROPOSAL MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID *******



SECTION A ~ GENERAL CONDITIONS

INSTRUCTIONS:

1. Proposals shall be publicly opened at the stated date and time as indicated in the Request for Proposals and shall be conducted in the **AIKEN COUNTY PUBLIC SCHOOL DISTRICT, Operations Center, 61 GIVEN STREET, AIKEN, SC 29805**. In competitive sealed bids, neither the number nor identity of offerors nor prices will be divulged at opening.
 - a. Sealed proposals shall be enclosed and secured in an envelope, the RFP number shall be clearly displayed on the envelope. Proposals shall be mailed, or hand delivered to the **AIKEN COUNTY SCHOOL DISTRICT, 61 GIVEN STREET, AIKEN, SC 29805**.
 - b. Proposals shall be submitted no later than the stated date and time as indicated in the Request for Proposals to the place and in the manner as described in paragraph 1a above on the date indicated by the Request for Proposals. Proposals received after this time are considered late proposals. Late proposals shall not be considered, unless the delay was caused by improper handling by the District employees.
 - c. The District shall not accept responsibility for unidentified proposals.
 - d. In the event that a Proposal is unintentionally opened prior to the official time set for the Proposal opening the employee opening such a Proposal shall immediately inform the Director of Procurement or designee who shall in the presence of another employee, re-seal the envelope and note on envelope that it was opened in error.
 - e. All prices and quotations shall be entered in ink or typewritten and shall remain firm for not less than forty-five (45) days from the date of the Proposal. Mistakes may be crossed out and corrections inserted adjacent thereto and shall be initialed in ink by the person signing the Proposal. The Proposer shall insert the net per stated unit and the extension against each item, which he/she proposed to deliver. The prices shall include in the grand total column all delivery charges and installation when necessary and not otherwise stated.
2. **TAXES:** Taxes shall not be included on the Proposal; however, if Proposer prefers to show it, it must be shown as a separate entry on the Proposal total summation clearly distinguishing proposal total from taxes.
3. **PROPRIETARY INFORMATION:** Proposers shall visibly mark as “**CONFIDENTIAL**” each part of their Proposal which they consider proprietary information. Prices may not be considered confidential proprietary information.
4. **AMBIGUOUS PROPOSALS:** Proposals which are uncertain as to terms, delivery, quantity, or compliance with requirements and/or specifications may be rejected or otherwise disregarded.
5. **CONVENANT AGAINST CONTINGENT FEES:** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, AIKEN COUNTY SCHOOL DISTRICT shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. **PROPOSER'S QUALIFICATIONS:** Proposals shall be considered only from Proposers who are regularly established in the business called for and who in the judgement of the District are financially responsible and able to show evidence of their reliability, ability, experience, equipment supervised by them to render prompt and satisfactory service in the volume called for under this contract.

7. ACKNOWLEDGEMENT OF AMENDMENTS TO REQUEST FOR PROPOSALS:

- a. Proposers shall acknowledge receipt of any amendments to this solicitation either by signing and returning one (1) copy of the amendment or by letter or by telegram.
- b. AIKEN COUNTY SCHOOL DISTRICT must receive the acknowledgement by the time, date and at the place specified for receipt of proposals.

i. GENERAL INSTRUCTIONS TO OFFERORS

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 offeror 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's website www.acpsd.net. If the contract resulting from this Solicitation has a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, you are offering to enter into a contract with the School District of Aiken County. 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.

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

(1) By submitting an offer, the offeror certifies that:

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

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

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

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

1. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that 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 judgement 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.
 - e. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment, and similar positions).
2. 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.
3. If Offeror is unable to certify the representations stated in paragraph (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
4. 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 (1) 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.
5. The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

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.

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 School District of Aiken County Board of Trustees.

BUYER means the Procurement Officer.

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

CONTRACT See clause entitled Contract Documents & Order of Precedence.

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

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

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number.

Offerors are cautioned that Amendments may modify information provided on the Cover Page.

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

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

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

YOU and YOUR means Offeror.

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

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

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

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 workday 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.

DRUG FREE WORKPLACE CERTIFICATION: The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30).

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

ETHICS ACT (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 the 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 state 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.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page (first page of this RFP Document) and should submit all other information and documents required in solicitation.

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 regarding this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the School District of Aiken County 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 the School District of Aiken County.

PROCUREMENT CODE AVAILABLE: The School District of Aiken County's Procurement Code, is available at <http://www.acpsd.net/>

PROTESTS: (A) Solicitation – Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award – Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, submitted to the appropriate Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [11-35-4210]

PROTEST – ADDRESS: Any protest must be submitted in writing to Tray Traxler, Chief Financial Officer, 1000 Brookhaven Drive, Aiken, SC 29803

PUBLIC OPENING: 61 Given Street, Aiken, SC 29805

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specification, 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 2:00 pm on the date listed in the Projected Timeline. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. **Oral explanation or instructions will not be binding.** All questions will be answered via an Amendment, a link will be posted on the District's website, www.acpsd.net.

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.

SUSPENSION AND DEBARMENT CERTIFICATION:

Federal Regulation 200.214 prohibits non-federal entities from contracting with certain parties that are debarred, suspended or otherwise excluded from receiving or participating in Federal awards.

By responding to this solicitation, you are certifying that your company or principals are not currently under debarment or suspension and is/are not listed on SAM.gov, the official website of the U.S. Government for Systems Award Management.

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. (Article 5, Section 1520.13)
- (c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5)
- (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.

SAMPLE-TESTING: Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

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 venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 410. For every document Offeror submits in response to or regarding 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 regarding this solicitation or request, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Article 5, Section 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 School District of Aiken County, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from 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 offeror. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelop 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, modification, 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 Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

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.

PROJECTED TIMELINE

Proposal Release Date	Oct. 1 st , 2026
Deadline for Questions	Oct. 14 th , 2026 - 2:00 PM EST
Deadline for Proposals	Oct. 28 th , 2026 - 2:00 PM EST
Presentation Date – <u>UPON REQUEST</u>	N/A

SPECIAL INSTRUCTION

DEFINITIONS

The District – Refers to the Aiken County Public School District

You/Your/Vendor/Bidder/Proposer/Contractor – Refers to all recipients of this Invitation.

Bid/Proposal – Refers to the entire process and includes the invitation, special provisions, specifications and/or requirements.

CAP – Refers to Community Eligible Provision

REQUESTS FOR CLARIFICATION

From the time of receipt of the RFP until the awarding of the contracts, Offerors are hereby cautioned to limit any communications with the District to the email address named below. Any attempt to circumvent the RFP process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this RFP should be in writing VIA EMAIL by 2:00 pm on the date and listed on the Projected Timeline, to Lori Miller at lmiller5@acpsd.net.

Questions will be answered by issue of Addenda viewable by all potential Offerors via district website. Any interpretation, clarification, or correction in the language of the RFP will be made by release of an AMENDMENT in this fashion. It will be the responsibility of all respondents to contact the District prior to submitting a response to this RFP to ascertain whether Addenda have been issued.

INSTRUCTION

Proposals received after the time and date specified, whether delivered or mailed, WILL NOT be considered.

The District reserves the right to reject any or all Proposals, to waive any informalities, irregularities or technical defects in Proposal, and unless otherwise specified by the District to accept any item or groups of items in the Proposal, as may be the best interest of the District.

REDACTED COPIES

Proposers shall provide redacted copies of proposals, having clearly redacted (blacked out) any information considered by the vendor to be confidential, proprietary or secret.

PREPARATION OF PROPOSALS

If erasures or other changes appear on the Proposal forms, each erasure or change should be initialed by the person signing the Proposal.

Any documents intended to supplement or deviate from the express requirements of this Proposal solicitation may result in a rejection of that Proposal.

Please address the outside of your submittal envelope as follows:

MARK ENVELOPES as follows:

Aiken County Public School District

Attn: Lori Miller

61 Given Street

Aiken, SC 29805

RFP #P2027-0002

Due Oct. 28th 2026 – 2:00 PM

Vendors must submit one (1) original, five (5) copies and one (1) digital copy of the proposal.

I. BACKGROUND

The Consolidated School District of Aiken County is located in Aiken County, South Carolina with approximately 25,000 students and 3,300 full-time employees. At 1,178 square miles, Aiken County is the fourth largest district in South Carolina. The District was established in 1968. The District now consists of nearly 50 facilities which include K-12 schools, a career and technology center, learning centers and operational facilities. Proposers can obtain more specific information on the District and its standards by visiting the District's website at www.acpsd.net.

II. PURPOSE

The purpose of this Request for Proposal (RFP) is to invite sealed proposals from qualified firms to evaluate current needs, project future growth, and ascertain facility conditions and educational adequacy to develop a long-range facility optimization plan. This effort will aid the District's ability to chart a course to improve existing facilities and strategically detect the need for new facilities to optimize services and programs for our student population. The awarded Consultant(s) will work with the office of Operations and Student Services and other designated District staff to help develop a comprehensive, reliable plan that will be utilized to administer the District's Capital Investment Program, adjust attendance zones, and determine locations for future schools. Initial work shall begin upon effective award of the contract. Additional work may be assigned throughout the duration of the contract as needed in accordance with the specifications contained in this solicitation. All proposals shall address the ability of the vendor to provide the services required within this solicitation. Proposers shall provide all information requested in this solicitation and amendments and shall include any additional information that may assist the District in evaluating the firm's ability to provide the desired services.

All responses must be complete and carefully worded and must convey all of the information requested in order to be considered responsive. If the response fails to conform to the essential requirements of this request, the District procurement officer will be the sole judge as to whether that variance is significant enough to consider the request non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

This solicitation does not commit the District to award a contract for products or services or to pay any costs incurred in the preparation of a proposal or any pre-contract expense. The District reserves the right to accept or reject any of the proposals received as a result of this request, or to cancel in part or in its entirety, this request for proposal, without liability whatsoever, whether it is in the best interest of the District to do so or if funding is not available.

All vendor representations to the District, whether verbal or written, will be relied on by the District in its evaluation of potential vendors. The District's reliance on the vendor's represented expertise with these types of services is to be considered as incorporated into any, and all, formal agreements between parties. Furthermore, the terms vendor, contractor, bidder, offeror, or proposer may be used interchangeably throughout this document.

III. SCOPE OF WORK

The Aiken County Public School District is seeking competitive sealed proposals from highly qualified experts, specializing in K-12 forecasting and planning to create a comprehensive Demographics Study and Optimization Plan. The work shall include a thorough and in-depth current state analysis, forecasting of growth and enrollment patterns, and the creation of a methodical, long-range facility optimization plan that is based on reliable data so the District is able to strategically allocate facility and capital resources to efficiently and effectively meet current and future demands in accordance with all the requirements stated herein.

The requirements outlined in this RFP, although extensive, are not exhaustive and are intended to provide interested Respondents with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential information. Proposals should address the entire scope of services requested.

Aiken County School District shall only accept proposals from qualified professional consultants, and/or registered architects with demonstrated success in the area of K-12 planning and forecasting. The awarded firm will work closely with the District staff to create a long-range Optimization Plan to improve the quality and efficiency of the District's operational services, which currently supports roughly 25,000 students. The Optimization Plan shall include a thorough current state analysis to include information derived from the District's Facilities Condition Assessment, enrollment trends, prior growth and enrollment studies, and other data that will be made available to the awarded firm for analysis. The firm will be required to perform an Educational Adequacy Assessment, and merge the results with the District's Facilities Condition Assessment to provide a comprehensive report that details each facility's capacity for growth, addresses modernization renovation needs, and provides a deferred maintenance plan for major facility systems. The plan must include forecast demographic and enrollment trends over a minimum six-year period using a proven methodology. The plan must detail the impact forecasted growth will have on existing facilities, and provide a strategic plan and recommendations which allow the District to keep pace with increasing/shifting student populations while meeting the needs of educational and special programs. The Optimization Plan must address the immediate assignment issues currently facing ACPSD, as well as provide a logical, long-range plan to ensure the District's facility resources are maximized to avoid issues of overcrowding common in high growth communities. The plan must provide capital improvement recommendations that are prioritized to address the most inadequate and non-conforming facilities and spaces as quickly as possible, and establish a deferred maintenance plan that ensures maximum life expectancy for major facility systems. The District expects the plan to synthesize boundary and program location changes, as well as facility capital improvements, in a manner that improves existing utilization and incorporates future growth allowances to maximize capital improvement investments.

The District is relying on the expertise and creativeness of the firm(s) to provide a solution to the problems outlined above. The Scope of Work is intended to provide guidance outlining overall tasks, expectations, and desired outcomes. The information provided shall not dictate the strategy or methodologies to be used by the firm(s), it is solely to convey the overall needs and expectations. It will be incumbent upon the firm(s) to develop a work plan to achieve a quality result. The District is relying on the expertise of the respondent to convey a holistic solution to the needs presented herein. Offerors must demonstrate their expertise in the areas called for in the RFP and provide verifiable experience since the resulting Optimization Plan shall be the basis for strategic decisions that will cost a considerable amount of money and are vital to the District's ability to serve the citizens of Aiken County. It is vital that the offeror demonstrates to the evaluation team that they have a complete understanding of the District's current need, and that their firm has the expertise, knowledge, and wherewithal to perform and produce a reliable, practical solution. At a minimum, the consultant(s) shall be expected to:

- a. Coordinate with the county and municipal planning agencies to gather active and expected residential development data over a minimum six-year forecast window.
- b. Articulate anticipated development data in terms of individual school impact over the forecast window
- c. Provide a year-by-year-school-level membership forecast over a minimum six-year forecast window
- d. Provide a year-by-year-building-level utilization forecast over a minimum six-year forecast window. This utilization forecast should highlight general current and anticipated facility needs.
- e. Conduct an analysis and report on historical demographic factors influencing membership growth.
- f. Conduct a GIS analysis and report on spatial trends in membership growth and intra-district membership dynamics.
- g. Provide the District with potential future school locations that will optimally align with anticipated growth and provide relief of current over-crowding.
- h. Generate a GIS-based scenario, which will allow the District to explore potential attendance area changes and analyze the impacts to affected schools.
- i. Present report of findings and recommendations to Aiken County Senior Staff Members and Aiken County School District Board of Trustees.
- j. Present findings to the citizens of Aiken County via Board of Education meeting and any requested town hall meetings.

TASK #1 Assessment of Demographics and Enrollment Projections

The primary factor influencing the District centers in Area 1 building utilization (specifically covering the middle schools Aiken Intermediate, Kennedy Middle School, and Schofield Middle School). The District is seeking a firm with proven experience using GIS analysis and historical and current enrollment trends to provide reliable data to use for fact-based decision-making. Additionally, the firm must be able to provide

analytics that will allow the District to generate GIS-based scenarios to explore attendance area changes and analyze impacts on affected schools. The desired result shall be a year-by-year, school-level membership forecast over a minimum of six-years. If future-state analytics and what-if scenarios testing requires software or licensing, this cost must be included on the bid schedule.

TASK #2 Assess Current Utilization

The firm must evaluate and analyze the District's current utilization of classroom and office spaces and propose a plan for increasing efficiency of use for those resources in terms of:

- A. Ensuring school capacities are maximized based on projected enrollments to ease issues of overcrowding;
- B. Ensuring facility space is adequately used to meet target class sizes for each grade level;
- C. Ensuring grade level configuration and class scheduling maximizes facility use;
- D. Identifying existing space that may be converted to other uses;
- E. Identifying areas within each facility where renovation, demolition, or expansion will expand/improve facility use;
- F. Offering solutions to reduce the use of mobile classrooms;
- G. Determine other needs required to meet the goals for immediate and future use.

The desired outcome is a thorough assessment of how the District is currently using its facility resources and identification of targeted areas where renovation, expansion, consolidation, or reorganization will maximize utilization. The report should include square footage per student, per school level, etc.

TASK #3 Facility Condition Assessment

The firm will be required to utilize an Educational Adequacy Assessment to score each facility to develop an overall strategy to address each facility's: (a) capacity for growth, b) modernization and/or renovation needs, and c) major system maintenance and/or replacement needs. The desired outcome is a portfolio of the District's facilities that identifies the current state of each building and the condition and life cycle of major building systems. The portfolio must identify noted deficiencies and prioritize them to address structural or system problems that pose health and safety risks or compliance violations first. Additionally, the final report must include a manageable deferred maintenance plan for all major building systems to maximize their life expectancy and ensure a maximum return on the District's capital investments.

TASK #4 Educational Adequacy Assessment

The awarded firm will perform a complete Educational Adequacy Assessment (EAA) for all District facilities. Each facility shall be evaluated to ensure the space adequately supports the instructional program it houses so the desired learning outcomes are achieved. The firm shall establish the EAA guidelines to be used and create an evaluation tool that incorporates industry standards and best practices. Additionally, the South Carolina Department of Education and Aiken County School District standards must be incorporated into the assessment tool. The firm shall be required to perform a thorough assessment of the established factors with the school structure, which impact student learning and achievement. The firm shall communicate and correspond with District staff, teachers,

administrators, parents, and other stakeholders to develop goals and address essential needs when developing the overall assessment tool. Factors to be evaluated include, but are not limited to:

- A. Capacity;
- B. Ability to support standard school programs from academic core areas to Special Education needs, visual arts, performing arts, and physical fitness.
- C. Technology and other infrastructure to support varied modes of instruction;
- D. Security and supervision;
- E. Physical characteristics of the building and classroom;
- F. Environmental elements such as lighting, flooring material, climate control, and noise level.

The desired outcome will include recommendations for expansion, renovation, and replacement. The desired outcome is a report of the current state of each District facility and the degree to which it supports academic achievement.

TASK #5 Optimization Plan

Tasks 1-4 shall culminate to a final Optimization Plan, which will create the foundation for strategic decision making by District Staff, administration, and the School Board pertaining to facilities and capital investments. The plan must be comprehensive and shall address the most urgent assignment issues, facility deficiencies, and critical system concerns identified during the execution of all tasks noted above. The plan shall provide recommendations for facility improvements renovations, or expansions that will allow the District to not only keep pace with projected enrollment trends, but also provide facilities that are safe, compliant, sustainable, and conducive to academic success. The plan is expected to synthesize boundary and program location changes, as well as facility capital improvements, in a manner that improves the existing utilization, while at the same time minimizing the capital improvement finding required. The final plan must include practical and realistic recommendations with reliable cost estimations and timelines.

Information provided in the Optimization Plan must include, but is not limited to:

- a) A six-year demographic and enrollment projection to include methodologies used to achieve the data presented;
- b) Provide an overview of the current state of the District's facility utilization, condition, and educational adequacy;
- c) Recommend a strategic plan for facility optimization by expanding or renovating existing locations to achieve educational adequacy and facility use goals that align with projected growth;
- d) Recommend future land acquisitions, to include acreage for new facilities in areas of growth;
- e) Recommendations for facility utilization that includes a plan for future land acquisition, if required;
- f) Recommend a capital outlay plan for current and future facility needs that include a deferred maintenance plan for major systems at each site, address spatial issues for long- and short-term growth by location to include projections for utilization, disposal, or acquisition of mobile units to coincide with plans for renovation and building plans;
- g) Recommend alternate uses for buildings or repurpose current facilities for use as specialty schools, administrative facilities, etc.;

- h) Provide a solution for the District to update enrollment projections in the future;
- i) Provide reliable cost estimations and timelines for recommendations.

Available Data

The District will provide all available growth and enrollment data to assist the consultant with their current state analysis upon contract award. To obtain District information to develop an RFP response, interested firms may wish to reference the available information on the Districts webpage (www.acpsd.net).

IV. PROPOSAL FORMAT AND PREPARATION INSTRUCTIONS

Proposals must be submitted in the format outlined in this section. Each response will be reviewed to determine if it is complete prior to actual evaluation. The Owner reserves the right to eliminate from further consideration any proposal which is deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of the Owner is that all responses follow the same format to evaluate each respondent fairly.

Proposals shall be prepared in 8 ½" x 11" format simply and economically, providing concise descriptions of services to be offered, placing emphasis on completeness and clarity. Offerors are encouraged to elaborate on their qualities and performance history including staff experience pertinent to the scope of services for this project.

Each Respondent will provide the Owner with one (1) original and five (5) copies, and one (1) digital copy for the RFP response.

1. TABLE OF CONTENTS:

- a. Proposals shall include a table of contents to include tabbed and indexed sections in the following sequence.

2. COVER LETTER:

- a. Submit a Cover Letter containing the following information:
 - i. Legal name and address of company
 - ii. Website URL of the provider
 - iii. Signature of individual who is authorized to bind the company contractually
 - iv. Name, title, address, phone number, and email address of individual to whom correspondence and other communications should be directed to during the solicitation and selection process

3. EXECUTIVE SUMMARY:

- a. Responses shall include a concise abstract of no more than two pages stating the respondent's overview of the project.
- b. Inclusion of historical and financial information about the vendor is encouraged. The section is limited to two pages.

4. COMPANY BACKGROUND:

- a. Company Information / History of Organization
 - i. Information on company background including number of years in business, location of the main office and experience on related projects.
 - ii. Resumes and experience of key personnel who will be involved in the proposal.

5. COMPANY EXPERIENCE:

- a. Provide a comprehensive description of the company's experience in supplying the services/projects required by this Request for Proposal.
- b. Provide a **minimum of three public school district references** for similar projects, preferably from South Carolina who will be able to verify the vendor's experience in the field. Include the following information for each reference:
 - i. Company name and address
 - ii. Contact name and title
 - iii. Phone number and email address of client contact
 - iv. Dates of previous projects; with general details of the services provided

6. RESPONSE TO SCOPE OF WORK REQUIREMENTS

- a. Discussion of or response to the requirements of the Scope of Work
- b. Detailed plan of action
- c. Breakdown of cost for the program including education/training/services
- d. Statement of the responsibilities of the vendor and District

OTHER INFORMATION

- e. Statement of any litigation to which the Offeror has been a party in the last twelve months.
- f. Statement of any exceptions proposed to the requirement of the Request for Proposals or the Terms and Conditions of the contract.
- g. Implementation schedule for the program.

7. PRICE PROPOSAL

- a. Detail all costs associated with the proposed Solution, including, but not limited to, complete delivery, the implementation, installation, configuration, software licensing, maintenance, ongoing support, repairs, parts, recommended professional services, taxes and surcharges, and costs of optional services and products. Describe any assumptions made impacting on the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.
 - i. One Time Costs
 - ii. Annual Recurring Costs
 - iii. Optional Service/Solutions and Costs

8. ADDITIONAL OR OPTIONAL SERVICES

- a. Statement of additional or optional services which are not requested in the Request for Proposal that are offered for the benefit of the District.
- b. Pricing for additional and optional services is to be included in the Price Proposal. Additional services must follow the general scope of the project. Limited to one page for each service.

9. CERTIFICATIONS

The Contractor shall submit a copy of any required licenses or certification with proposal.

QUALIFICATIONS OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the District's Standards of Responsibility and information from any other source may be considered. An Offeror must, upon the request of the District, provide satisfactory evidence of its ability to meet all contractual requirements.

Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

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

MINIMUM

1. Must have a proven record of experience with K-12 institutions.
2. Must have a satisfactory record of performance with K-12 public school district during the past five (5) years, please list all references including all South Carolina references. Contracts must be similar in size and scope.
3. Offeror must have appropriate finances and employee resources to perform work required under this contract.

10. AWARD EVALUATION CRITERIA

AWARD CRITERIA – PROPOSALS: Awards may be made to one (1) responsible vendor in order to meet the District's requirements. After proposal review and evaluation, an award may be issued to the highest ranked, responsible vendor whose responsive proposal is determined to be the most advantageous to the District. Taking into consideration and evaluation and the terms of this solicitation. The right is reserved to reject any and all, or portion 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 reasons(s) why a proposal was not deemed most advantageous, nor will the District be required to furnish any information regarding the solicitation.

AWARD TO ONE OFFEROR: Award is anticipated to be made to one vendor.

EVALUATION FACTORS – PROPOSALS: Offers will be evaluated using only the factors and weighted criteria stated below. Each proposal will be evaluated both objectively and as compared to the other responses. All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the District will be deemed non-responsive. The Selection Committee may consist of representatives of the Project Team and any other people appointed by the District. **The proposer should not attempt to contact members of the evaluation committee during the period of the solicitation. Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act.** Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Responses will be evaluated using the following criteria: (Total Possible Points = 100)

- Technical Capability and Approach to Meeting Scope of Work/Specification Requirements: 40 pts
 - Business background & history
 - Summary of understanding of the requirements
 - Outline of ability to meet requirements
 - Approach to meeting scope of the contract
- Experience and Record of Performance 30 pts
 - Experience in similar contracts. Provide a list of all current clients as well as clients contracted within the previous 12 months. Include: company name, contact person, phone number, dates of service and contract background.
 - Name, experience, training & qualifications of key personnel to be assigned to this contract
- Cost 30 pts
 - Total Annual Cost to District (Price Proposal)

11. CONTRACTUAL AGREEMENT/TERM:

The resulting contract from the RFP shall be for an initial term of one (1) year with the option to renew for four (4) additional one (1) year contract terms per mutual agreement by both parties. Termination of the contract shall be as described herein.

PRESENTATIONS:

Oral/Demo Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral or Demo presentation of their proposal to the Division if necessary.

This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The average point scores of the personal presentations/interviews shall be added to the average point scores for the technical evaluation to determine the total point score for each Offeror. The School Division will schedule the time and location of these presentations. Oral or Demo presentations are an option of the Division and may or may not be conducted.

NEGOTIATIONS: The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiation may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking is determined by the Procurement Officer.

AFFIRMATIVE ACTION: The successful Proposer will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin and/or physical handicap.

QUESTIONS AND INQUIRIES

Questions and inquiries submitted in writing will be accepted from any and all offerors. After the date and time established for receipt of proposals by the School Division, the Procurement Department is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other School District staff or consultants regarding the RFP may result in the disqualification of any offeror from further review.

Questions regarding this request for proposal are to be directed to Lori Miller via email at lmiller5@acpsd.net no later than 2:00 pm on the date listed within the projected timeline.

EXPLANATION TO PROSPECTIVE PROPOSERS:

- a. Any prospective Proposer desiring an explanation of interpretation of this solicitation shall request it in writing by the date and time specified, to allow time for notification to all prospective Proposers before the submission of their proposals. Responses to questions will be provided in the form of an Amendment.
- b. Oral explanation and/or instructions given before the award of the contract shall not be binding.
- c. Any information given to a prospective Proposer pertaining to this solicitation shall be furnished promptly to other prospective Proposers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

AWARDING POLICY: The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Proposal form. Proposers are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the highest ranked offer on each of the items shall consider, in addition to the Proposal price, conformity to specifications, delivery, the District's opinion relative to the quality of materials/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all proposals and to waive any informalities and/or irregularities thereof.

1. **WITHDRAWAL OF PROPOSALS:** Any Proposer may withdraw his/her Proposal prior to the closing time scheduled for the receipt of proposals. No Proposal shall be withdrawn after the scheduled closing time for the receipt of proposals without the written consent of the Director of Procurement. The District reserves the right to award the contracts for a period of forty-five (45) days.

2. **SUBMISSION OF DATA:** Each Proposer, upon request, shall submit evidence of liability insurance, Workmen's Compensation (if required), and other data regarding experience relating to this Proposal and proposes to satisfy the requirements of this solicitation and fulfillment of a contract.

The contractor shall maintain during the entire period of performance under this contract the required minimum insurance covering all properties and activities that are encompassed in the performance of the Proposal requirements. The successful vendor must furnish a statement of Workers' Compensation as required by law and by entering into contract guarantees that said contractor will not file a claim against AIKEN COUNTY SCHOOL DISTRICT.

Prior to the commencement of work hereunder, successful contractor shall furnish to the District, a certificate of the above insurance requirements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the District in such insurance shall not be effective without 15 days advance written notice in the District. Failure to replace any concealed insurance shall be deemed a breach of contract by the contractor.

3. **ACCIDENTS:** The vendor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his/her agents or employees in the performance of this contract. In case any action is brought against the District or any of its agents or employees, the vendor shall assume full responsibility for the defense thereof. Upon his/her failure to do so after proper notice, the District reserves the right to defend such action and charge all costs thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
4. **STATEMENT OF COMPLIANCE AND ASSURANCES:** By submitting a Proposal and signing the Proposal schedule, vendors are providing written assurance of non-collusion and understanding acceptance of all general and special conditions stated in this contract. In addition, this signature certifies that the firm or agency represented in the Proposal submitted complies with all applicable federal and state laws and regulations.
5. **PROPOSERS RESPONSIBILITY:** Each Proposer shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Proposal. It is expected that this will sometimes require on-site observation. The failure or omission of a Proposer to acquaint himself/herself with existing conditions shall in no way relieve the Proposer of any obligations with respect to this Proposal or contract. Offerors shall notify the District of ALL COSTS.
6. **FAILURE TO SUBMIT PROPOSAL:** If a recipient does not submit a Proposal or fails to respond by submitting a "no proposal" for three (3) consecutive proposals for the same commodity, they may be removed from the applicable vendor list.
7. **EXAMINATION OF RECORDS:**
 - a. AIKEN COUNTY SCHOOL DISTRICT shall have until three (3) years after final payment under this contract access to and the right to examine any of the Contractor's directly pertinent books, documents, papers or other records involving transactions related to this contract.
 - b. The contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the superintendent of AIKEN COUNTY SCHOOL DISTRICT or his/her duly authorized representative(s), shall, until three (3) years after final payment under the subcontract, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers or other records involving transactions related to the subcontract(s)
8. **MATERIALS REQUIRED:** Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery and shall comply in quality and type of material and method of manufacture with all applicable local and state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.
9. **SAMPLES:** When applicable, proposers may be required to submit samples of all manufactured articles required. Samples submitted by the successful Proposers shall remain in custody of the School District until all units purchased under the

various contracts have been delivered and accepted. The District reserves the right to disassemble any unit and subject each unit to any test necessary to determine its strength of character without being responsible for damage to the unit caused thereby. When cuts, drawings, samples, catalog references or detailed descriptions are required to support quotations or items included in the Proposal, it is to be understood that whatever is submitted with the Proposal in compliance with that requirement will represent what the Proposer is actually offering and not the specifications. Requested samples must be provided at the vendor's expense.

10. **PACKAGING AND DELIVERY:** Where applicable, all Shipments shall be FOB to the District locations specified. Purchase order numbers and/or contract number(s) as appropriate must be clearly stated on each carton or package, shipping ticket, invoice, and any/all other information related to the order.
11. **"OR APPROVED EQUAL" CLAUSES:** Certain processes, types of equipment or kinds of materials are described in the specifications and on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal." Such method of description is intended merely as a means of establishing a standard of comparison. However, the District reserves the right to select the items which, in the judgement of District, are best suited to the needs of the District, based on price, quality, service, availability and other relative factors. Proposers must indicate brand name, model, model number, size, type, weight, color, etc. of the item Proposal if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any Proposer desires to furnish an item different from what is specifically mentioned in the specifications, he/she shall submit with his/her Proposal the information, data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the District to compare the material specified; and, such material will be given due consideration. The District reserves the right to insist upon and receive the items as specified, if submitted items do not meet the District's standards for acceptance.
12. **PATENTS:** The contractor shall hold the District, its officers, agents, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or non-copyrighted composition, secret process, article or appliance furnished or used under this Proposal.
13. **INSTALLATION:** Where equipment is called for to be installed under this Proposal, it shall be placed, leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic services. The District will normally be responsible for bringing the appropriate service to the lead-in. The vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her work. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.
14. **GUARANTEE:** The contractor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his/her own expense, to repair or replace the same.
15. **SERVICE DATA MANUALS:** When applicable, the Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operations and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.
16. **PROPER INVOICE:** Invoices submitted for payment for goods or services provided under this contract shall contain, as a minimum, the following information:
 - a. Name of business concern
 - b. Contract number or other authorization for delivery of service or property
 - c. Invoices must include description of sub position and dates filled
 - d. Purchase Order Number

- e. Price and quantity
 - f. Complete mailing address and telephone number of the responsible official to whom payment is to be sent
 - g. Other substantiating documentation of information as required by the contract
17. **TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with his/her Proposal delivery dates for each item as requested and shall furnish all items in accordance with the Proposal solicitation unless an extension was granted by the District in writing.
18. **SERVICE FACILITIES:** In considering the equipment Proposal upon, the District shall take into consideration past performances of existing installations, service and maintenance facilities provided by the Proposer. The Proposer shall have available a local service organization that is trained in the proper servicing of equipment.
19. **S.C. LAW CLAUSE:** Upon award of a contract under this Proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable status may exempt or exclude the successful Proposer from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed Proposal, the Proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
20. **COMPETITION:** There are no Federal or State laws that prohibit Proposers from submitting a Proposal lower than the price or Proposal given to the United States Government. Proposers may propose lower than United States Government Contract price without any liability because the State is exempt from the provisions of the Robinson-Patman Act and other related laws.
21. **EXCUSABLE DELAY:** The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs or failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
22. **ASSIGNMENT:** No Contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement.
23. **SPECIFICATIONS:** Any deviations from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful Proposer shall be held responsible thereof. Deviations must be explained in detail on separate sheets and be attached to the submitted Proposal.
24. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Director of Procurement, providing a thirty (30) day advance notice in writing is given to the Contractor.
- a. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) day advance notice, then the District shall negotiate reasonable termination costs, if applicable. This does not apply in the case of non-appropriation. **Termination for Cause:** Termination by the District for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived and the default provision in the Proposal shall apply.
25. **DEFAULT:** In the event the successful contractor defaults on any part or all of his/her Proposal, AIKEN COUNTY SCHOOL DISTRICT reserves the right to purchase any or all of the services in default in the open market and charge the defaulting

contractor for the difference of the cost. Should such a charge be assessed, no subsequent proposals of the defaulting contractor shall be considered unless assessed charge has been satisfied.

26. **DRUG FREE WORKPLACE:** This contract is subject to the Drug Free Workplace Act if the stated or estimated value is Fifty Thousand Dollars or more. The contractor shall comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN, 44-107-10 et seq. (1976 as amended), if this contract is for a stated or estimated value of Fifty Thousand Dollars or more. By signing this Proposal, you are certifying that you will comply with the Drug Free Workplace Act.
27. **RIGHT TO PROTEST:** Any aggrieved offeror desiring to exercise rights under section XIV.A (SC 11-35-4210 – right to protest) of the AIKEN COUNTY SCHOOL DISTRICT Procurement Code should direct all correspondence to: Tray Traxler, Chief Financial Officer. AIKEN COUNTY SCHOOL DISTRICT, 1000 Brookhaven Drive, Aiken, SC 29803.

Note: Protest rights do not apply to small purchases (less than \$50,000 in actual or potential value).

28. **POSTING OF AWARD:** A link to the Notice of Award or Intent to Award will be posted on the District's website. www.acpsd.net and on file at 61 Given Street, Aiken, SC 29805. Proposers desiring a copy of the Statement of Award may download it from the District's website. All Proposers will receive notification of an "Intent to Award" should the total value of any contract resulting from this solicitation be \$50,000.00 or greater.
29. **NON-APPROPRIATIONS:** Any contract entered into by AIKEN COUNTY SCHOOL DISTRICT resulting from this Request shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated period.
30. **CONFLICT OF INTEREST:** Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal.
31. **FEDERAL DEBARMENT STATUS:** Expenditures or contracts involving federal funds are subject to Federal Rules and Regulations. Therefore, when expenditures or contracts are to be paid with federal funds, Federal Regulation 7CFR 3017 regarding Federal debarment status will apply. For further information regarding 7 CFR 3017 Government wide Debarment and Suspension, refer to <http://www.access.gpo.gov/nara/cfr/index.htm1>.
32. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a Proposal, Bidders certify they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
33. **SUBSTANCE FREE ENVIRONMENT:** The uses of tobacco, drugs, or alcohol is prohibited in all District buildings, vehicles, and on the grounds of all District facilities.
34. **SEVERABILITY:** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provisions shall be severed and shall not affect the validity of the remaining provisions of this contract.
35. **CERTIFICATION & COMPLIANCE:** The undersigned agrees to furnish the commodity and/or services stipulated in the attached invitation, at the prices and terms stated. Subject to the general conditions outlined and the specific conditions outlined and the specific condition identified. A signed purchase order furnished to the successful bidder results in a binding contract without further action by either party.

Note: No qualified individual with a disability, by reason of such disability, will be excluded from participating in or be denied the benefits of services, materials and/or equipment, or be subjected to discrimination by AIKEN COUNTY SCHOOL DISTRICT.

IX. TERMS AND CONDITIONS

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

2. PAYMENT TERMS: The Aiken County Public School District adheres to Net 30 days payment terms.
3. 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 School District of Aiken County. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
4. CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
5. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530.8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (aka "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.
6. DISCUSSION WITH BIDDERS: After opening, the Procurement Officer may, in his/her sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
7. DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by School District of Aiken County regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims or controversies relating to an Agreement, for any court action in connection therewith; or for the entry of judgement on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
8. EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
9. FALSE CLAIMS: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any

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

10. FORCE MAJEURE: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
11. NON-INDEMNIFICATION: Any term or condition is void to the extent it requires the District to indemnify anyone.
12. NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient’s device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
13. PUBLICITY: Contractor shall not publish any comments or quotes by School District of Aiken County employees or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
14. PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.
15. SETOFF: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District’s option to withhold for the purpose of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
16. SURVIVAL OF OBLIGATION: The Parties’ rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification – Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.
17. TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
18. THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

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

X. SPECIAL INSTRUCTION

1. CHANGES:

- a. Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
- i. Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
 - ii. Method of shipment or packing;
 - iii. Place of delivery;
 - iv. Description of services to be performed;
 - v. Time of performance (i.e., hours of the day, days of the week, etc.); or,
 - vi. Place of performance of the services.

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

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

- i. Time Period for Claim: Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
- ii. Claim barred after final payment: No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

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

COMMERCIAL GENERAL LIABILITY:

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

BUSINESS AUTO LIABILITY (Including All Owned, Non-Owned, and Hired Vehicles)

Combined Single Limit	\$1,000,000
-----------------------	-------------

WORKERS COMPENSATION: State Statutory

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000
Comprehensive Automobile Liability, including: All owned Automobiles, Non owned, and Hired Car Coverage, Bodily Injury and Property Combine – single limit	\$1,000,000
Bodily Injury and Property Damage	\$750,000

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

5. **CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
6. **CONTRACTOR'S OBLIGATION:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges, and the meeting of all other requirements.
7. **DAMAGE LIMITATION:** Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty,

negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.

8. DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
9. DESCRIPTIVE LITERATURE: Your offer must include manufacturer's latest literature showing complete product specification.
10. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
11. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. INDEMNIFICATION-THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify School District of Aiken County, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation under the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.
13. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
14. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.
16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.
17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
18. PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for products, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.
19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.
20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor’s Obligations – The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor’s right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies – The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, any amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing

materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping systems, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include any appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

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

XI. STATEMENT OF POLICIES

1. MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY

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

ATTACHMENTS:

Attachment A: Price Proposal

Attachment A

Price Proposal Grid

Demographic Study and Optimization Plan

The undersigned, having examined all the solicitation documents and acknowledging all amendment(s) of this solicitation shall execute the entire scope of work as required in this solicitation for the following costs:

Description	Cost – If Awarded entire project.
Retainer fees (if applicable)	
Task #1 – Assessment of Demographics and Enrollment Projections for Area 1	
Task #2 – Current Utilization Assessment	
Task #3 – Facilities Condition Assessment	
Task #4 – Educational Adequacy Assessment	
Task #5 – Optimization Plan	
Reimbursables (not to exceed estimate)	
Total Project Cost:	\$
Optional Fees	
Hourly Rate for Future Services	
Software or License Fee for Demographic Analysis Program	