	Spartanburg School District 2	Solicitation Number: Date Issued: Procurement Officer: Phone: E-Mail Address:	2706 October 16, 2026 Leslie Duthie (864) 578-0128 leslie.duthie@spart2.org
	REQUEST FOR PROPOSALS		

DESCRIPTION: **Online Enrollment, Registration, Compliance & Risk Management Platform**

The Term "Offer" Means Your "Bid" or "Proposal". ~~*Your offer must be submitted in a sealed package.*~~
~~***Solicitation Number & Opening Date must appear on package exterior.***~~

SUBMIT YOUR **SEALED** OFFER:
Online through Beacon Bid

***MAILING ADDRESS*:**
Spartanburg School District Two
Attn: Leslie Duthie
3231 Old Furnace Road
Chesnee, SC 29323

SUBMIT OFFER BY: November 12, 2026, 2:00PM

QUESTIONS MUST BE RECEIVED BY: Oct 30, 2026 10:00AM
(please direct questions in writing to Leslie Duthie at Leslie.duthie@spart2.org)

NUMBER OF COPIES TO BE SUBMITTED: ***(1) one electronic copy of the proposal contents through Beacon Bid, (1) one pricing proposal through Beacon Bid, (1) one electronic redacted copy through Beacon Bid***

CONFERENCE TYPE: None DATE & TIME:	LOCATION: N/A

AWARD & AMENDMENTS	The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://www.spart2.org/page/procurement

You must submit a **signed** copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the opening date.

NAME OF OFFEROR (full legal name of business submitting the offer)		Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)		TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)
TITLE (business title of person signing above)		
PRINTED NAME (printed name of person signing above)	DATE SIGNED	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.

Amendment 1	Amendment 2	Amendment 3	Amendment 4	Amendment 5	Amendment 6	Amendment 7	Amendment 8

DISCOUNT FOR PROMPT PAYMENT	**10 Calendar Days (%)**	**20 Calendar Days (%)**	**30 Calendar Days (%)**	**____Calendar Days (%)**

~~MINORITY PARTICIPATION~~

~~Are you a South Carolina Certified Minority Vendor? **Yes** _____ **No**_____~~

~~If yes, South Carolina Certification # _____~~

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I. SCOPE OF SOLICITATION

Spartanburg County School District 2 (the "District") is seeking proposals from qualified vendors to provide a comprehensive K-12 student registration, data collection, verification, distribution, compliance, and risk-management platform.

Spartanburg County School District Two serves the northwestern portion of Spartanburg County, including the Town of Chesnee and the communities of Boiling Springs, Fingerville, and Mayo. A small portion of the District extends into Cherokee County. The District encompasses approximately 134 square miles and operates fourteen (14) schools, including two (2) high schools, three (3) middle schools, and nine (9) elementary schools. The District has an annual operating budget of approximately $147.3 million and serves approximately 12,000 students, including pre-kindergarten, with approximately 1,600 faculty and staff members.

This solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation or submission of proposals, or to procure any goods or services. The District reserves the right to reject any or all proposals, to waive informalities or irregularities, and to accept the proposal deemed to be in the best interest of the District.

An award resulting from this solicitation will be for a period of one year with the option to renew annually up to (4) additional years from the date of award, if mutually agreed upon by the District and the successful proposer(s). The award and period of performance shall not exceed five (5) years in total. Extensions beyond a 5-year contract period must be approved by the Superintendent.

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award.

Activity	Date/Time
Issue Date	Friday, October 16, 2026
Questions Due	Friday, October 30, 2026, at 10:00 A.M.
Proposal Submission Deadline	Thursday, November 12, 2026, at 2:00 P.M.
Intent to Award Posting	Tuesday, November 24, 2026

All proposals must be submitted electronically through the Beacon Bid Portal by **Thursday, November 12, 2026, at 2:00 P.M.** Late proposals will not be accepted, and no extensions will be granted.

Offerors must upload the following documents to the designated submission areas:

1. **Complete Proposal:** Includes all required forms, certifications, attachments, and supporting documents.
2. **Pricing Proposal:** Uploaded separately to the designated Pricing Proposal area.
3. **Redacted Proposal:** Includes any information claimed to be exempt from disclosure under applicable South Carolina law. If no redactions are needed, upload a complete copy marked "No Redactions Required."

Offerors are responsible for ensuring all documents are uploaded correctly and submitted before the deadline.

At the public opening, proposals will be electronically unsealed through the Beacon Bid Portal, and the names of the proposers will be announced. No other proposal information will be disclosed.

For portal assistance, contact Beacon Vendor Support at 1-888-402-2231 or suppliersupport@beaconbid.com. Refer to the attached Beacon Supplier Guide for submission instructions.

All questions regarding this solicitation must be submitted in writing to: **Leslie Duthie, Procurement Officer,** leslie.duthie@spart2.org

Verbal questions will not be addressed. Offerors must not contact other District representatives regarding this solicitation unless authorized by the District.

The District may issue written addenda to address questions or revise the solicitation. Offerors are responsible for monitoring the Beacon Bid Portal and the District's Procurement Department website for updates and addenda. Questions received after the deadline may not be addressed.

Cooperative Purchasing
This solicitation and any contract resulting from it may be made available for cooperative use by Spartanburg School Districts 4, 5, and 6 at their discretion. Participation by these districts is entirely voluntary, and no district shall be obligated to purchase products or services under the resulting contract. Any participating district shall be responsible for its own purchases, payments, and compliance with applicable procurement requirements. The awarded vendor may extend the pricing and contract terms established through this solicitation to participating districts, subject to mutual agreement and applicable laws and regulations. The District issuing this solicitation shall have no responsibility for purchases or payment obligations incurred by other participating districts.

II. INSTRUCTION TO OFFERORS

A. INSTRUCTIONS TO OFFERORS - GENERAL:

DEFINITIONS: Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:
AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means the Spartanburg School District Two 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 successor, identified as such on the Cover Page.
RESPONSIBLE Bidder means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance, which may be substantiated by past performance RESPONSIVE Bidder means a person who has submitted a bid or offer, which conforms in all material aspects to the invitation for bids or request for proposals.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
SUBCONTRACTOR means any person having a contract to perform work or render service to the Contractor as a part of the Contractor's agreement arising from this solicitation.
WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract
YOU and YOUR means Offeror.
AMENDMENTS TO SOLICITATION:
(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following website for the issuance of Amendments (http://spart2.org/departments/finance/procurement) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder

received the amendment, (4)by submitting a bid that identifying the amendment number and date in the space provided for this purpose on page 2. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

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

AWARD NOTIFICATION: Notice regarding any award, cancellation of award or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the solicitation and any award will not be effective until the eleventh day after such notice is given.

BID/PROPOSAL AS OFFEROR TO CONTRACT: By submitting your bid or proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror in this solicitation. An offer may be submitted by only one legal entity, "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: Giving false, misleading, or incomplete information on this certification may render you subject to prosecution under Section 16-9-10 of the South Carolina Code of Laws and other applicable laws

a. By submitting an offer, the offeror certifies that –

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

b. Each signature on the offer is considered to be a certification by the signatory that the signatory –

1. Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
2.

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

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

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

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

a. By submitting an offer, offeror certifies, to the best of its knowledge and belief, that –

1. Offeror and/or any of its principals –

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

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

iii. 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.) ii) of this provision.

2. 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.

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

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

d. If Offeror is unable to certify the representations stated in paragraphs a)1) and 2), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure for the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

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

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

CODE OF LAW AVAILABLE: The Spartanburg School District 2 Procurement Code is available at https://www.spart2.org/departments/finance/procurement . The South Carolina Regulations are available at https://www.scstatehouse.gov/coderegs/statmast.php

DEADLINE FOR SUBMISSION: Any Offer received after the Procurement Officer of the District or their designee has declared that the time set for opening has arrived shall be rejected, unless the offer has been delivered to the designated procurement office or the District's mail room, where confirmation can be authenticated by a third party method, prior to bid opening.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE: You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in completing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are:

A. Preventing the existence of conflicting roles that might bias a contractor's judgment, and

B. Preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the District may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

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

DRUG FREE WORKPLACE CERTIFICATION: By submitting an Offer, Offeror certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require a better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention:

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

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

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

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

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

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

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

h. Section 8-13-1342; regarding restrictions on contributions by contractor or candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement be filed.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents the Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code

Section 11-35-5300.
PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Spartanburg School District Two 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 Spartanburg School District Two.
PROCUREMENT CODE AVAILABLE: The Spartanburg School District Two's Procurement Code, is available at https://www.spart2.org/departments/finance/procurement
PROTESTS: Any prospective Bidder, Offeror, Contractor, or Subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within (15) fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of a contract shall notify the chief business official in writing of its intent to protest within seven business days of the date that award or notification of intent to award, whichever is earlier, is posted and sent in accordance with this code. Any actual bidder, offeror, or contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract and has timely notified the chief business official of its intent to protest, may protest to the chief business official within fifteen days of the date of award or notification of intent to award, whichever is earlier, is posted and sent in accordance with the District's Procurement Code.
PROTEST- ADDRESS: Any protest must be submitted in writing to the Chief Finance Officer, Brandi Gist, 3231 Old Furnace Rd, Chesnee, SC 29323, or to brandi.gist@spart2.org
PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.
a. During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.
b. You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date
PUBLIC OPENING: Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable at which time only the names of the proposers will be read.
QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than the date and time stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer - as soon as possible - regarding any aspect of this procurement, including any aspect of the Solicitation, which unnecessarily or inappropriately limits full and open competition
REJECTION/CANCELATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part. A minimum of three bids is desired. If less than three bids are received, Spartanburg School District Two will make a determination.
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. [R.19-445.2070 and Section 11-35-1520(13)]
c. Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].
d. Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.
RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials.

This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

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

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

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

c. If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

d. An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

e. If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4- 40(a)(l), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page.

By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless Spartanburg School District Two, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(l) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

(f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

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 Article 5 Section 1520.7.1.

B. SPECIAL INSTRUCTIONS:

BACKGROUND CHECKS: As a minimum, the Contractor shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Contractor or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service a on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina, as

outlined above. The company providing such information must be recognized by the local law enforcement agency as qualified to do so. In addition, the Contractor shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property.
All costs associated with these criminal background checks are the responsibility of the contractor.
The Contractor shall be responsible and liable for the conduct and actions of their employees and all individuals working under them.
Any individual with the following convictions or pending charges will not be permitted on any school project or property:

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

Any individual with a prior conviction or pending charges contained in the aforementioned list will not be permitted on the Project Site or the District's property.
The District may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.
CONFERENCE – PRE-BID/PROPOSAL – MANDATORY: See Conference Pre-Bid/Proposal clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative's signature on the attendance roster.
CONFERENCE – PRE-BID/PROPOSAL: There is **no required pre-bid** conference for this solicitation.
CLARIFICATION: The District reserves the right, at any time after opening and prior to award, to request from any Bidder clarification, address technical questions, or to seek or provide other information regarding the Bidder's proposal. Such a process may be used for such purposes as providing an opportunity for the Bidder to clarify his bid/proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

III. SCOPE OF WORK / SPECIFICATIONS

A. Overview

Spartanburg County School District Two is seeking proposals from qualified vendors to provide a comprehensive K-12 student registration, data collection, verification, distribution, compliance, and risk-management platform.
The District is seeking a secure, user-friendly, accessible, mobile-responsive, web-based software solution that will provide a centralized platform for collecting, managing, verifying, approving, and distributing student and parent/guardian information and required documentation.
The proposed solution should streamline administrative processes, reduce manual and paper-based processes, improve data accuracy, increase compliance, and provide District and school-level administrators with timely access to accurate student information.
The successful vendor shall provide all software, licensing, implementation, configuration, training, technical support, maintenance, updates, integrations, data migration, and related services necessary to implement and maintain the proposed solution.
The solution should support a variety of District activities and programs, including, but not limited to, new student enrollment, annual registration of returning students, athletics, extracurricular activities, clubs, field trips, and other school-sponsored activities requiring student information, parent/guardian consent, documentation, or compliance verification.

B. Required Platform Capabilities

The proposed solution should provide, at a minimum, the following capabilities:

1. Student & Parent/Guardian Data Collection

- Online collection of student and parent/guardian information for both new student enrollment and annual returning-student registration.
- Customizable forms, fields, pages, instructions, and workflows that District administrators can modify without vendor intervention.
- Conditional display of fields, questions, pages, and requirements based on school, grade, program, activity, student data, prior responses, or other District-defined criteria.
- Ability to designate fields, questions, documents, and pages as required and prevent submission until required information is complete.
- Field-level data validation, including appropriate validation for dates, phone numbers, email addresses, numeric values, and other District-defined formats.
- Electronic signatures, acknowledgments, and date/time stamps.
- Emergency contact information and parent/guardian/contact information.
- Medical/health information, where applicable, with access restricted according to District-defined roles.
- Ability for parents/guardians to save progress and return later to complete a submission.

- Ability for parents/guardians to review, verify, add, remove, and update information, subject to District-defined review and approval workflows.
- Prepopulation of returning-student information from PowerSchool SIS, including District-designated custom fields, so returning families are not required to re-enter unchanged information.
- Separate configurable workflows for new students, returning students, and students returning to the District after a prior withdrawal.
- Multilingual configuration for parent/guardian-facing forms, instructions, and communications. Vendors shall identify supported languages and describe how translations are created, maintained, and updated.

2. Registration & Participation

- Online registration for athletics, activities, clubs, field trips, and other programs.
- Ability to establish program-specific registration requirements and workflows.
- Ability to identify students who have completed all required forms and documentation.
- Parent/guardian access to review and complete requirements.
- Ability to track participation and eligibility.
- Ability to establish multiple levels of review and approval for District-defined processes, where applicable.
- Optional capability to support registration appointments, school choice, intra-district transfer requests, or similar enrollment-related workflows. Vendors shall identify whether these capabilities are included, optional, or available at additional cost.

3. Compliance & Documentation

- Electronic document collection, secure storage, viewing, and retrieval.
- Support for documents such as proof of residence, birth certificates, immunization records, medical forms, waivers, permissions, acknowledgments, and other District-defined documentation.
- Ability to restrict access to documents or sections of a student record based on user role or business need.
- Required forms, waivers, permissions, acknowledgments, and electronic signatures.
- Expiration and renewal tracking.
- Automated reminders for missing or expiring documentation.
- Compliance dashboards and reports.
- Audit trail of submissions, approvals, changes, and document activity, including user and date/time information.
- Ability to establish different requirements for different schools, programs, activities, grades, or student groups.
- Ability to identify incomplete submissions and the specific information or documentation preventing completion.

4. Risk Management

- Activity-specific waivers and acknowledgments.
- Emergency contact and applicable medical information.
- Participation eligibility tracking.
- Documentation of required approvals and requirements.
- Administrative reporting and monitoring capabilities.
- Role-based access to sensitive information so that staff members can access only information appropriate to their responsibilities.

5. Communication & Notifications

- Automated email notifications and reminders; vendors should identify any available SMS/text capabilities and associated costs.
- Customizable communications at District, school, program, activity, and individual-student levels.
- Notifications regarding incomplete requirements, missing documentation, and expiring documentation.
- Ability to notify parents/guardians individually or in bulk that enrollment, registration, forms, or other requirements remain incomplete.
- Configurable notification to school or District staff when a new or pending enrollment or registration is submitted.
- Configurable notification to designated staff when a submission meets District-defined criteria or requires specialized review.
- Notification to designated staff when a parent/guardian updates previously submitted student information so changes may be reviewed before synchronization with PowerSchool SIS.

6. Reporting & Data Access

- Standard and customizable reports and dashboards.
- Real-time enrollment, registration, participation, and compliance status.
- District, school, program, activity, grade, and student-level reporting.
- Ability to view registration completion percentages and status counts by District and school.
- Ability to identify records that are not started, in progress, submitted, pending review, approved, incomplete, synchronized, or in error, as applicable.
- Ability to identify missing required data or documentation.
- Ability to record and report key dates, including when a parent/guardian started and submitted a process and when staff reviewed, approved, or last updated the record.
- Data export capabilities, including CSV or another commonly usable nonproprietary format.
- Ability to select or customize fields included in exports.
- Ability to filter, sort, search, and export data based on District-defined fields, flags, statuses, schools, programs, or other criteria.
- Ability to display trend and volume data that helps the District identify registration activity and peak periods.

7. PowerSchool SIS Integration & Data Synchronization

The proposed solution must provide robust integration with the District's PowerSchool SIS environment. The vendor shall describe the method, frequency, direction, and technical architecture of all integrations and identify any prerequisites, limitations, or additional costs.

- Create new student records in PowerSchool SIS and update existing student records as authorized by the District.
- Support mapping to District-designated standard and custom PowerSchool fields and applicable student, enrollment, parent/guardian, and contact data structures.
- Provide configurable District/school review and approval of new or changed information before data is written to PowerSchool SIS.
- Compare submitted information with existing PowerSchool information and clearly identify proposed changes for staff review.
- Detect and flag potential duplicate student records before creating a new student in PowerSchool SIS.
- Detect and flag potential duplicate parent/guardian/contact records before creating or updating contact information.
- Clearly identify records that are pending synchronization, successfully synchronized, rejected, or in error.
- Provide actionable error reporting and a process for correcting and resubmitting failed transactions.
- Prepopulate returning-student registration using existing PowerSchool SIS data, including District-designated custom fields.
- Synchronize appropriate school, grade, enrollment, demographic, contact, and other District-designated information.
- Allow the District to define which system or workflow is authoritative for designated data elements and to control field mappings.
- Provide audit history showing, where applicable, the previous value, submitted value, approving user, date/time, and synchronization status of changes.
- Describe whether integration is real-time, scheduled, API-based, file-based, or otherwise.
- Support Single Sign-On and identify available authentication and user-provisioning options, including SAML, Google OAuth, Active Directory/LDAP, OneRoster, or other supported standards, as applicable.
- Provide data import/export capabilities and identify all available integrations and associated costs.

8. Security, Privacy & Accessibility

The proposed solution must provide appropriate safeguards for protecting student and parent/guardian information and must support the District in meeting applicable privacy, security, and accessibility obligations.

- Role-based access controls and configurable authorization hierarchies.
- Secure authentication and support for District-approved Single Sign-On methods.
- Encryption of District data in transit and at rest.
- Audit logging for administrative and user activity.
- Data backup and recovery procedures.
- Appropriate data retention and secure deletion procedures.
- Disaster recovery and business continuity procedures.
- Documented security incident and data breach response procedures, including notification processes and timelines.
- Compliance with applicable federal and state requirements, including FERPA and COPPA, where applicable.

- Compliance with applicable accessibility requirements for users with disabilities. Vendors shall identify the accessibility standards supported by the proposed solution and provide available accessibility conformance documentation.
- Vendor-hosted environment appropriate for K-12 student data. Vendors shall identify the geographic location(s) where District data is hosted, processed, backed up, and replicated.
- Identification of relevant independent security audits, certifications, assessments, penetration testing, or security frameworks applicable to the proposed service.
- Completion of any District-required service provider security assessment or cybersecurity questionnaire. – Student Data Privacy & Security Questionnaire& Vendor Certification attached in appendix.

9. Parent/Guardian User Experience & Availability

- User-friendly experience designed for K-12 families.
- Responsive access from desktop computers, laptops, tablets, and smartphones.
- Support for commonly used current web browsers. Vendors shall identify supported browsers and operating systems.
- Parent/guardian access 24 hours per day, seven days per week, except for scheduled or emergency maintenance.
- Ability to access the enrollment/registration system independently of PowerSchool Parent Portal availability, including periods when Parent Portal may be disabled.
- Ability to save and resume work, upload documents from mobile devices, review submitted information, and receive clear confirmation of submission.
- Clear indication of outstanding steps, missing documentation, or actions required before a process can be completed.

10. Performance & Scalability

- Capability to support multiple schools, programs, activities, administrators, staff, students, and parents/guardians as District needs change.
- Ability to establish different requirements based on school, grade level, athletic program, field trip, club, extracurricular activity, or other student program.
- Ability to support peak enrollment and registration periods and high transaction volumes without material degradation in performance.
- Vendor shall describe system availability/uptime commitments, scheduled maintenance practices, performance monitoring, and capacity planning.

C. Implementation & Transition

The District is seeking a solution that can be implemented across multiple schools and programs and provide a consistent, centralized process for student registration, data collection, document management, compliance, and risk management.
The successful vendor shall provide a comprehensive implementation and transition plan to assist the District in moving from its current registration solution to the proposed platform.

- Implementation Planning: Develop a detailed implementation plan and timeline with key milestones, responsibilities, dependencies, testing, training, and launch dates.
- Project Team: Identify the vendor project manager and key implementation personnel, their roles, and relevant K-12/PowerSchool experience.
- System Configuration: Configure schools, programs, activities, user roles, workflows, forms, conditional logic, notifications, reports, and integrations.
- Form Development: Assist the District in creating and configuring required forms, waivers, acknowledgments, permissions, registrations, validations, and other documentation.
- Data Setup/Migration: Import or migrate applicable student, parent/guardian/contact, document, and other necessary information from District systems or existing records.
- PowerSchool Integration: Configure and validate PowerSchool SIS mappings, workflows, duplicate checking, approvals, synchronization, and error handling.
- User Setup: Establish appropriate accounts, permissions, roles, and access levels.
- Testing: Provide adequate functional, integration, security, workflow, notification, reporting, load/performance, and user-acceptance testing prior to implementation.
- Training: Provide comprehensive training for District administrators and designated school-level users.
- Parent/Guardian Resources: Provide instructions, training materials, and/or other resources to assist parents and guardians with account creation, enrollment/registration, form completion, and document submission.

- Communication Support: Assist the District in communicating the implementation and transition to schools, staff, students, parents/guardians, coaches, sponsors, and other stakeholders.
- Pilot/Phased Implementation: If appropriate, provide an option for pilot or phased implementation prior to District-wide deployment.
- Go-Live Support: Provide dedicated vendor support during implementation and initial system launch, including a documented escalation process.
- Post-Implementation Support: Provide ongoing assistance following implementation and identify the transition from implementation support to standard support.
- Documentation: Provide administrator guides, user guides, data-mapping documentation, training materials, and other necessary documentation.
- Transition Timeline: Provide an estimated timeline from contract award through full implementation and identify District resources and decisions required to meet that timeline.

D. Training & Ongoing Support

The successful vendor shall provide training appropriate for District administrators, school administrators, teachers/staff, coaches, activity sponsors, and other designated users. Training should include initial implementation training and options for ongoing and new-user training. The vendor shall provide ongoing technical support, maintenance, system updates, and customer service throughout the term of the agreement. Vendors shall clearly identify:

- Support hours and time zone.
- Methods of contacting support, including email, phone, ticketing portal, knowledge base, and other available channels.
- Service-level targets for initial response and resolution by severity/priority level.
- Escalation procedures and emergency/critical-incident support.
- Scheduled maintenance windows and advance-notification practices.
- Software updates, release notes, enhancements, and processes for communicating material changes.
- Training opportunities, administrator resources, online tutorials, and help documentation.
- Data backup, disaster recovery, and business continuity procedures.
- Processes for requesting configuration changes, customization, product improvements, or enhancements.
- Costs associated with additional support, training, customization, integrations, data migration, or enhancements.

E. Data Ownership, Portability & Contract Transition

All District data entered into, transmitted to, generated by, or maintained within the solution shall remain the property of Spartanburg County School District Two. The vendor shall not claim ownership of District data.

- Upon District request and upon expiration or termination of the agreement, the vendor shall provide a complete export of District data and associated documents in commonly usable, nonproprietary formats.
- The vendor shall describe available export formats, the process and estimated time required for a complete data export, and any associated costs.
- The vendor shall reasonably cooperate with the District and any successor provider to support an orderly transition of District data and services.
- The vendor shall describe data retention and secure deletion procedures following contract termination and provide confirmation of deletion upon District request, subject to applicable legal requirements.
- The vendor shall identify any data, metadata, attachments, audit history, configuration information, or other information that cannot be exported and explain why.

F. Vendor Qualifications & Experience

Vendors shall provide sufficient information for the District to evaluate organizational experience, implementation capability, and experience serving K-12 school districts.

- Description of the vendor and the length of time the proposed solution has been in production use.
- Description of experience providing comparable online enrollment/registration solutions to K-12 school districts.
- Examples of current customers using the proposed solution with PowerSchool SIS, preferably districts of comparable size or complexity and within the state of South Carolina.
- At least three K-12 customer references, including organization, contact name, title, email address, phone number, products/modules used, and length of service.

- Identification and qualifications of the project manager and key staff who would support implementation and ongoing service.
- Disclosure of any subcontractors or third parties that would host, process, access, integrate, or support District data and the services each would provide.

G. Pricing & Total Cost of Ownership

The vendor shall provide a complete and transparent pricing proposal that allows the District to determine total cost of ownership over the anticipated contract term. Pricing shall separately identify, as applicable:

- One-time implementation, configuration, and project-management fees.
- Data migration and conversion fees.
- PowerSchool SIS integration and other integration fees.
- Initial training costs.
- Annual subscription/licensing fees for each contract year, with the pricing basis clearly identified.
- Ongoing or new-user training costs.
- Optional modules, features, services, or upgrades and their associated costs.
- Customization, professional services, or change-request rates.
- SMS/text messaging or other usage-based fees, if applicable.
- Data export, contract transition, or termination-related fees, if any.
- Any other required or optional fees that could be incurred by the District.

Vendors shall clearly distinguish required costs from optional costs and shall identify any assumptions, enrollment tiers, transaction limits, storage limits, user limits, annual increases, or other factors that may affect pricing.

H. Live System Demonstration

Finalists *may* be required to provide a live demonstration of the proposed solution as part of the District's evaluation process. The District may use the demonstration to further evaluate functionality, usability, integration, capabilities, and overall suitability.
The demonstration should include, at a minimum, the following:

Parent/Guardian Experience

- Account creation/login and multilingual options
- New student enrollment and returning-student registration
- Prepopulated returning-student data
- Conditional questions and required fields
- Electronic signatures and document upload
- Save/resume functionality
- Viewing/updating information and outstanding requirements
- Mobile-device experience

School/District Administrator Experience

- Dashboard and system navigation
- Student records and registration status
- Review/approval workflow before PowerSchool writeback
- Comparison of submitted and existing PowerSchool values
- Missing/incomplete requirements
- Document management and role-based access
- User management
- Reporting and completion analytics

PowerSchool SIS Integration

- Creation of a new student record
- Update of an existing student record
- Mapping to standard and custom fields
- Parent/guardian/contact mapping
- Duplicate student and contact detection

- Approval prior to synchronization
- Successful synchronization and error handling
- Audit history of changes

Athletics & Activities
- Student participation registration
- Activity-specific requirements
- Eligibility/compliance verification
- Waivers and permissions

Field Trips
- Student registration
- Parent/guardian permission
- Required documentation
- Emergency contact information
- Participation/compliance tracking

Communication
- Automated notifications and reminders
- Bulk and individual communications
- Staff notifications based on submission status or District-defined criteria
- Expiration notifications

Reporting
- District and school dashboards
- Completion/status reporting
- Custom reports and filters
- Compliance reports
- Data exports

Security & Administration
- User roles and permissions
- Audit history
- Security and data-protection features
- Accessibility features
- Data retention/export capabilities

The District may provide finalists with a standardized demonstration script or scenarios to ensure that each vendor demonstrates comparable functionality. Vendors should be prepared to demonstrate the proposed solution using a live, functional system rather than solely providing screenshots, presentations, or prerecorded demonstrations. The District may require finalists to demonstrate specified scenarios using sample District-defined data and workflows.

I. Vendor Response Requirements

To support consistent evaluation, vendors should organize their technical response to correspond to the sections and requirements above and clearly indicate whether each requirement is available as standard functionality, requires configuration, requires customization, is provided by a third party, is optional/additional cost, is planned for a future release, or is not available.

- Identify all exceptions, limitations, dependencies, and assumptions associated with the proposed solution.
- Identify any requirement that cannot be met as written and describe any available alternative.
- Provide a description of the proposed implementation approach, PowerSchool SIS integration, security practices, training/support model, and transition approach.
- Provide relevant security and accessibility documentation requested by the District.
- Provide the vendor qualifications, references, and complete pricing information requested in this Scope of Services.

IV. QUALIFICATIONS OF OFFEROR & V. QUALIFICATIONS OF OFFER

RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT
Proposals must include all information requested in this RFP and may include additional relevant materials. Submittals shall be organized in the following order and clearly labeled.

A. Signed Bid Pages 1 & 2, Cover letter and Company Overview

B. Executive Summary
Explanation outlining your Company's qualifications for providing this type of product and service. This should include any highlights, benefits, conclusion, assumptions, or general recommendations of the proposal.

C. Proposed Scope of Work, Project Understanding and Approach
The Offeror must clearly explain their understanding of the project and how its solution is the best overall value to the District. This explanation shall include the overall solution and project approach. Include, at a minimum, those responsibilities listed in Scope of Work and Technical Requirements.

D. Qualifications and Experience
The Offeror shall demonstrate its organizational qualifications, experience, and capacity to successfully implement, integrate, and support the proposed online enrollment/registration solution. Responses shall include sufficient information for the District to evaluate the Offeror's experience serving K-12 school districts, ability to meet project objectives, and capability to deliver and maintain the proposed solution.
At a minimum, the Offeror shall provide the following:

1. **Company Background and Qualifications:** Provide a description of the company, its relevant experience, unique qualifications, and the length of time the proposed solution has been in production use.
2. **Relevant Project Experience:** Describe experience implementing and supporting comparable online enrollment/registration solutions for K-12 school districts, including projects of similar size, scope, and complexity. Include examples of successful implementations and experience integrating the proposed solution with PowerSchool SIS, preferably with school districts in South Carolina or districts of comparable size.
3. **Project Team and Staffing:** Identify the proposed project manager and key personnel responsible for implementation, configuration, development, integration, testing, training, and ongoing support. Provide their roles, qualifications, relevant experience, and the Offeror's ability to adequately staff and supervise the project throughout implementation and the contract term.
    - **School District References:** Provide at least three (3) references from K-12 school districts currently using the proposed solution, preferably in South Carolina. References should include the following information: School district or organization name , Contact name and title, Email address and telephone number, Products and modules used, Length of time the solution has been in use, Description of the services provided and, if applicable, PowerSchool SIS integration.
5. **Subcontractors and Third-Party Providers:** Identify all subcontractors and third-party providers involved in hosting, processing, accessing, integrating, or supporting the proposed solution or District data. Describe each party's role and the services provided.
6. **Proof of Insurance – Cyber Liability and Technology Errors & Omissions:** The Contractor shall maintain Cyber Liability and Technology Errors & Omissions insurance with limits of not less than **$2,000,000 per claim and $2,000,000 aggregate**. Coverage shall include, as applicable, data breaches, privacy and network security incidents, cyberattacks, data recovery, and technology-related errors or omissions arising from the services provided.

The Contractor shall provide proof of coverage before contract execution and maintain coverage throughout the contract term. The District reserves the right to review and approve the adequacy of the coverage.
The District reserves the right to contact references and request additional information or supporting documentation to verify the Offeror's qualifications, experience, and ability to perform the required services.

E. Technical Proposal
All respondents should confirm their compliance with the Technical requirements detailed in the Scope of Work.

F. Price Proposal
Submit separately. Use Appendix IV – Pricing Sheet.

The District will not award based solely on lowest price and reserves the right to negotiate pricing, scope, and terms. The Vendor shall indicate any additional work that it believes is needed and the price of such work separately.

VI. AWARD & EVALUATION CRITERIA

The evaluation committee, consisting of Spartanburg School District Two employees and representatives, will review all proposals based on the criteria outlined in this RFP. Proposals will be scored and ranked from highest to lowest total points.
The **top three (3) ranked Offerors** may be invited to provide presentations and/or live demonstrations. Attendance of key personnel is required; failure to participate may affect the Offeror's score and competitiveness. The District reserves the right to conduct presentations or interviews at its discretion and may make an award with or without them. Award will be made to one Offeror.

The evaluation will occur in up to two phases. Phase One (Written Proposal) is scored on 100 points for all Offerors. The District will determine at the conclusion of Phase One, whether finalist demonstrations (Phase Two, worth an additional 20 points) will be conducted.

1. **Phase One (100 points):** Review of the technical proposal, experience/qualifications, and price. The three (3) highest-scoring Offerors advance to demos, if requested.
2. **Phase Two (20 points):** Live demonstration addressing requirements from the Scope of Work. (**if requested**)

The District may negotiate with the highest-ranked Offeror(s) as needed to finalize contract terms. Final award decisions will consider both the written proposal and any presentations/demonstrations, ensuring the selected solution provides the best value to the District.

The evaluation criteria are as follows:

Evaluation Criteria Phase I – Written Proposal Evaluation

Evaluation Criteria	**Maximum Points**
1. Technical Proposal & System Functionality — Registration and data collection, customizable forms, compliance/document management, athletics and activities, notifications, reporting, mobile accessibility, and user experience.	**20**
2. PowerSchool SIS Integration — Data synchronization, standard and custom field mapping, prepopulation, duplicate detection, approval workflows, error handling, audit history, and Single Sign-On.	**20**
3. Vendor Qualifications & Experience — K–12 experience, comparable implementations, PowerSchool experience, project team qualifications, customer references, and past performance.	**15**
4. Implementation & Project Approach — Implementation timeline, configuration, data migration, testing, training, transition planning, project management, and go-live support.	**10**
5. Security, Privacy & Accessibility — Data protection, role-based access, encryption, audit logs, disaster recovery, FERPA/COPPA considerations, and accessibility documentation.	**10**
6. Training, Support & Ongoing Services — Support availability, response and resolution targets, escalation procedures, system updates, documentation, and ongoing training.	**5**
7. Price & Total Cost of Ownership — Complete pricing sheet, implementation and integration costs, annual subscription fees, optional services, renewal pricing, and total anticipated contract cost.	**20**
Total Phase I	**100**

Phase II – Finalist Demonstrations

Finalists *may* be invited to provide a live demonstration of their proposed solution. The District *may* use demonstrations to further evaluate usability, functionality, workflows, and integration capabilities. If

Demonstration Criteria	Maximum Points
Parent/Guardian Experience and Registration Workflows	5
Administrator Workflows, Approvals, and Compliance Tracking	5
PowerSchool Integration and Data Synchronization	5
Athletics, Activities, Field Trips, and Reporting	3
Overall Usability, Accessibility, and System Administration	2
Total Phase II	20

Total Possible Points: 120

VII. TERMS AND CONDITIONS

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

A. GENERAL

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

1.ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE

a. Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g. bankruptcy, corporate reorganizations, and consolidations, but not including partial asset sales). Notwithstanding the foregoing. Contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with:

i. proof of assignment

ii. the identity (by contract number) of the specific state contract to which the assignment applies, and

iii. the name of the assignee and the exact address or account information to which assigned payments should be made.

b. If contractor amends, modifies, or otherwise changes its name, its identity (including the trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change.

c. Any name change, transfer, assignment, or novation is subject to the conditions and approval requirement by Regulation 19-445.2180, which does not restrict transfers by operation of law.

2.BANKRUPTCY

a. Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all 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 State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

4.CONTRACT DOCUMENT AND ORDER OF PRECEDENCE:

a. Any contract resulting from this solicitation shall consist of the following documents:

1. Record of Negotiations, if any, executed by you and the Procurement Officer
2. The solicitation, as amended
3. Documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)]] of an offer, if applicable
4. your offer
5. any statement reflecting the District's final acceptance (a/k/a "award"), and
6. 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 (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation,

i. a purchase order or other instrument submitted by the District, or
ii. any invoice or other document submitted by Contractor, or
iii. any privacy policy, terms of use, or end user agreement.

Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect

c. No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

5. DISCOUNT FOR PROMPT PAYMENT:

a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discounts will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment of individual invoices.

b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives the proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are flossed and Government business is not expected to be conducted, payment may be made on the following business day.

6. DISPUTES:

a. Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, a federal court located in Spartanburg County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

b. Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

10. NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

11. NOTICE:

a. After award, any notices shall be in writing and shall be deemed duly given:

i. upon actual delivery, if delivery is by hand

ii. 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

iii. upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.

b. Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

12. PAYMENTS & INTEREST:

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

b. Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on Page Two.

c. Notwithstanding any other provision, payment shall be made in accordance with S. C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

d. Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

e. Any other basis of interest, including but not limited to general (pre- and post- judgment) or specific interest statues, including S. C .Code Ann. Section 34-31-20, are both expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest by paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published each year, applied a simple interest without compounding.

f. The District shall have all of its common law, equitable and statutory rights set-off.

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

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 or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to select 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. Any order placed pursuant to the purchasing card provision qualifies as a purchase order.

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

16. TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to the contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. In the event that the contractor fails to pay, or delays in paying to any taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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 therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

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.

B. SPECIAL

1. BANKRUPTCY – GOVERNMENT INFORMATION:

a. All government information (as defined in the cause herein entitled "Information Security – Definitions") shall belong exclusively to the District and Contractor has no legal or equitable interest in or claim to such information. Contractor acknowledges and agrees that in the event Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, District information in tis possession and/or under its control will be considered property of its bankruptcy estate.

b. Contractor agrees to notify the District within forty-eight (48) hours of any determination that it makes to file for bankruptcy protection, and Contractor further agrees to turn over to the District, before such filing, all government information that is in Contractor's possession in a format that can be readily utilized by the District.

c. In order to protect the integrity and availability of district information, Contractor shall take reasonable measures to evaluate and monitor the financial circumstances of any subcontractor that will process, store, transmit or access District information.

2. CHANGES:

a. Contract Modification: by 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 specifically 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 services.

Subparagraphs (i.) to (iii.) apply only if supplies are furnished under this contract.

Subparagraphs (iv) to (v) 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.

c. Time Period for Claim: Within 30 days after receipt of a written contract modification under Paragraph (a.) 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.

d. 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.

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

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

5. CONTRACTOR'S LIABILITY INSURANCE – GENERAL:

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

b. Coverage shall be at least as broad as:

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

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

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

c. The District, and the officers, officials, employees, and volunteers of any of them, must be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment

furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form Number CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
d. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, or the officers, officials, employees, and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
e. Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section at any time.
f. Should any of the above-described policies be canceled before the expiration date thereof; notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
g. Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
h. Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.
i. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
6. 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.
7. CONTRACTOR'S OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.
8. DEFAULT:

a.

i.) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to:
1. Deliver the supplies or to perform the services within the time specified in this contract or any extension;
2. Make progress, so as to endanger performance of this contract (but see paragraph (a)(ii.) of this clause; or
3. perform any of the other material provisions of this contract (but see paragraph (a)(ii) of this clause).
ii.) The District's right to terminate this contract under subdivisions (a)(i)(2) and (i)(3) of this clause, may be exercised if the contractor does not cure such failure within 30 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement officer specifying the failure.
b. If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the contractor will be liable to the District for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.
c. Expect for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor.
d. If the failure to perform is cause by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.
e. If this contract is terminated for default, the District may require the contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any:

1. completed supplies, and

2. partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the contractor shall also protect the preserve property in its possession in which the District has an interest.
f. The District shall pay contract price for completed supplies delivered and accepted. The contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Dispute clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
g. If, after termination, it is determined that the contractor was not in default or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, the contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.
h. The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.
9. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to his contract at the end of each working day and upon completion of the job.
10. ESTIMATED QUANITITY – UNKNOWN: The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.
11. ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide 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 working in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or file 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 course or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. INDEMNIFICATION – THIRD PARTY CLAIMS – GENERAL: notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not cause in part by and Indemnitee, and whether or not such claims ar made by a third part of an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefits acts. This clause shall not negate abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, or without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the District, its instrumentalities, agencies, departments, boards, political subdivisions and all other respective officers, agents and employees.
13. INDEMNIFICATION – THIRD PARTY CLAIMS – DISCLOSURE OF INFORMATION:
a. Without limitation, Contractor shall defend and hold harmless Indemnitees from and against any and all suits, claims, investigations, or fines (hereinafter "action") of any character (and all related damages, settlement payments, attorneys fees, costs, expenses, losses or liabilities) by a third part which arises out of or in connection with a disclosure of government information (as defined in the clause titled Information Security – Definitions) cause in whole or in part by any act or omission of contractor, its subcontractors at any tier, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by Indemnitee, and whether or not such action is brought by a third party or an Indemnitee, but only if the act or omission constituted a failure to perform some obligation imposed by the contract or the law.
b. Indemnitee must notify the contractor in writing within a reasonable period of time after Indemnitee first receives written notice of any action. Indemnitee's failure to provide or delay in providing such notice will relieve contractor of its obligations under this clause only if and to the extent that such delay or failure materially prejudices contractor's ability to defend such action. Indemnitee must reasonably cooperate with contractor's defense of such actions (such cooperation does not require and is without waiver of an Indemnitees attorney/client, work product, or other privilege and, subject to Title 1, Chapter 7 of the South Carolina Code of Laws, allow contractor sole control of the defense, so long as the defense is diligently and capable prosecuted. Indemnitee may participate in contractor's defense of any action at its own

expense. Contractor may not, without Indemnitee's prior written consent, settle, compromise, or consent to the entry of any judgement in any such commenced or threatened action unless such settlement, compromise or consent:
i. includes an unconditional release of Indemnitee from all liability related to such commenced or threatened action, and
ii. is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, an Indemnitee or otherwise adversely affect and Indemnitee. Indemnitee's consent is necessary for any settlement that requires Indemnitee to part with any right or make any payment or subjects Indemnitee to any injunction.
c. Notwithstanding any other provision, contractor's obligations pursuant to this clause are without any limitation whatsoever. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of the contract. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance.
d. "Indemnitee" means the Spartanburg School District 2, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.
14. INDEMNIFICATION – INTELLECTUAL PROPERTY:
a. Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The District shall allow contractor to defend such claim so long as the defense is diligently and capably prosecuted. The District shall allow Contractor to settle such claim so long as

1. all settlement payments are made by contractor, and

2. the settlement imposes no non-monetary obligation upon the District. The District shall reasonably cooperate with Contractor's defense of such claim.
b. In the event an injunction or order shall be obtained against the District's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either:

1. procure for the District the right to continue use, or have used, the acquired item

2. replace or modify the acquired item so that it become non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the District.

If neither (1) nor (2), above, is practical, the District may require that Contractor remove the acquired item from the District, refund to the District any charges paid by the District therefor, and take all steps necessary to have the District released from further liability.
c. Contractors' obligations under this paragraph do not apply to a claim to the extent
1. that the claim is caused by Contractor's compliance with specifications furnished by the District unless Contractor knew its compliance with the District's specifications would infringe an IP right, or
2. that the claim is cause by Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor.
d. as used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work.
e. Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.
15. INFORMATION SECURITY – DEFINITIONS: The following definitions are used in those clauses that cross reference this clause.
COMPROMISE: means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.
DATA: means a subset of information in an electronic format that allows it to be retrieved or transmitted.
DISTRICT INFORMATION: means information (i) provided to Contractor by, or generated by Contractor for, the District or (ii) acquired or accessed by contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.
INFORMATION: means an communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form , including textual, numerical, graphic, cartographic, narrative, or audiovisual.
INFORMATION SYSTEM: means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
PUBLIC INFORMATION: means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.
SOFTWARE: means any computer program accessed or used by the District or a third party pursuant to or as a result of this contract.
THIRD PARTY: means any person or entity other than the District, the Contractor, or any subcontractors at any tier.
UNRESTRICTED INFORMATION: means:

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

WEB-BASED SERVICE: means a service accessed over the Internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services.

16. 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 feeds for each or any such licenses, permits and/or inspections required by the District, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

17. 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.

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

19. PRICE ADJUSTMENTS:

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

i.) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

ii.) by unit prices specified in the Contract or subsequently agreed upon

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

iv.) in such other manner as the parties may mutually agree; or,

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

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

20. PURCHASING CARD: Contractor agrees to accept payment by the District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows the District to make authorized purchases from a vendor without the requirement to issue a purchase order.

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

22. RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES:

a. Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the District pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of use") not previously approved in writing by the Procurement Officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

b. Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the Procurement Officer) any additional products or services not required by the contract.

c. Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

d. Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of $1,000 for each contact with a citizen or end user that violates this restriction.

23. TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD: The anticipated effective date of this contract will be November 2026.

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

25. 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 District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
c. 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:

1. any completed supplies; and

2. such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract right (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.

d. Compensation.

1. The Contractor shall submit a termination claim specifying the amounts due because of termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with subparagraph (c) of this paragraph.
2. 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;
3. Absent complete agreement under subparagraph (b) of the 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 (3)(iii) 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.
4. Contractor must demonstrate any costs claimed, agreed to, or established under subparagraphs (b) and (c) of this paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.
e. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:

i. affect the District's right to require the termination of a subcontract, or

ii. increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY FUNDED PROJECTS (if applicable)

FEDERALLY FUNDED PURCHASES
Contractors will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines:
https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1

The Contractor shall comply with all federal regulations relating to the performance of Work funded in whole, or in part, with federal funds. In addition, Contractor agrees to flow-down all applicable clauses to lower-tier subcontractors including, but not limited to the following:

1. FEDERAL REQUIREMENTS ON ALL PURCHASES
1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
1.2. Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
1.3. Copeland Anti-kickback Act (for construction and repair)18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3

1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
1.6. Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
17.9 Filing of Patent Applications – Classified Subject Matter FAR 52.227-10
1.9. Patents Rights – Ownership by Contractor and Government FAR 52.227-11 and 52.227.13
1.10. Rights in Data – General FAR 52.227-14
1.11. Authorization and Consent Patents and Copyrights 52.227-1
1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
1.13. Buy American Act – Supplies FAR 52.225-3
1.14. Government Property FAR 52.245-5
1.15. Notice of Radioactive Materials FAR 52.223-7
1.16. Privacy Act FAR 52.224-2

2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $2,500
2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13
2.2. McNamara –O'Hara Service Contracts Act 41 U.S.C. 351 et seq.

3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $10,000
3.1. Prohibition of Segregated Facilities FAR 52.222-21
3.2. Equal Opportunity FAR 52.222-26
3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36
3.4. Walsh-Healy Public Contracts Act FAR 52.222.20

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION: Contractors who submit offers must certify that they and/or any of its principals,

- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above paragraph of this Provision.
- 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.

Federal debarments can be checked at www.sam.gov and state debarments can be checked at https://procurement.sc.gov/legal/legal-suspend-debar

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

VIII. PRICING / BIDDING SCHEDULE – RFP # 2706

Vendor Name: _____

Date: _____

Offerors must complete the pricing schedule below and identify all required and optional costs for the proposed solution.

A. One-Time Costs

Description	Cost
Implementation and Project Management	$_____
System Configuration	$_____
PowerSchool Integration	$_____
Data Migration	$_____
Initial Training	$_____
Other Required Costs	$_____
Total One-Time Costs	**$_____**

B. Annual Recurring Costs

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Software Subscription/Licensing	$_____	$_____	$_____	$_____	$_____
Hosting and Support	$_____	$_____	$_____	$_____	$_____
Ongoing Training and Other Fees	$_____	$_____	$_____	$_____	$_____
Annual Total	**$_____**	**$_____**	**$_____**	**$_____**	**$_____**

C. Additional and Optional Services

Description	Pricing / Rate
Ongoing or new-user training	$_____
Customization and professional services	$_____
Change requests	$_____
Optional modules, features, or upgrades	$_____
Data export and contract transition	$_____
Contract termination or other fees	$_____

D. Total Five-Year Cost

Description	Cost
Total one-time costs	$_____
Total recurring costs over the initial contract term	$_____
Other required costs over the contract term	$_____
Total Cost of Ownership	**$_____**

E. Pricing Certification

Offerors must disclose any additional fees, annual price increases, pricing limitations, or exclusions. Pricing must include all services required by the Scope of Work. Optional services must be identified separately.

By submitting this proposal, the Offeror certifies that the pricing provided is complete and accurate.

Company Name: _____

Authorized Representative: _____

Signature: _____ **Date:** _____

IX - ATTACHMENTS TO SOLICITATION

A. Attachment A - Bid Checklist/Reference Sheet

B. Attachment B – BIDDER INFORMATION

C – Attachment C - SSD2 Substitute W-9 Vendor Form

D - ATTACHEMENT D - STUDENT DATA PRIVACY AND SECURITY QUESTIONNAIRE & VENDOR CERTIFICATION

ATTACHMENT A

Bid Checklist/Reference Sheet

Have you included the following?

Bid Cover Sheet (Page 1-2) _____

Bidding Schedule/Pricing _____

Bidder Information Sheet _____

Completed Substitute W-9 VENDOR FORM _____

Proof of Insurance _____

Copy of Business License _____

ATTACHMENT B

BIDDER INFORMATION

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

Bidder's Federal ID or Social Security Number: _____
(Please attach a copy of your W-9 form)

South Carolina Tax Registration Number: _____
(Required if authorized to collect South Carolina sale tax)

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

Bidder Name (Legal Company Name): _____

Business Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

In compliance with the invitation and subject to all conditions thereof the undersigned offers and agrees, if this bid is accepted within 120 days from the date of opening, to furnish any or all items quoted on at prices as set forth after the item and make delivery, immediately after receipt of order, delivered, all transportation costs included and prepaid and unless otherwise stated and accepted herein.

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

Authorized Signature: _____ Date: _____

Name: _____ Title: _____
(Printed or Typed)

ATTACHEMENT C

Substitute W-9 VENDOR FORM

Vendor/Company/Entity Legal Name _____

(Must match TIN below): _____

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

Business Address: _____
Street — PO Box

City _____ State _____ Zip Code _____

Payment/Remit Address (if different): _____
Street — PO Box

City _____ State _____ Zip Code _____

Contact Person _____ Title _____

Telephone _____Fax _____ Email _____

Federal Tax Classifications (Please select one)

☐ Individual/Sole-Proprietor/Single Member LLC ☐ Corporation – C or S: __ ☐ Partnership

☐ Limited liability company (C, S, or P): ___ ☐ Non-Profit

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

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

The company has certified status as a:

☐Minority Owned Business (MBE) ☐ Woman Owned Business (WBE) ☐ N/A

Minority Status of Owner(s)

☐African American ☐ Asian ☐ Aleut ☐ Caucasian Female

☐East Indian ☐ Inuit ☐ Native American ☐ Other: _____

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

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

Certified by the SC Department of Transportation ☐ Yes ☐ No

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

☐Yes ☐ No

Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined in the instructions in item 3 of the certification on Form W-9); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. I certify that all information provided as part of this certification is true and accurate.

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature _____ Printed Name _____ Date _____

Send Complete forms to Leslie.Duthie@spart2.org

ATTACHEMENT D

STUDENT DATA PRIVACY AND SECURITY QUESTIONNAIRE & VENDOR CERTIFICATION

Solicitation No.: 2706
Solicitation Title: Online Enrollment Registration, Compliance & Risk Management Platform

SECTION 1 – VENDOR INFORMATION

Legal Name of Vendor: _____

Product/Service Name: _____

Vendor Address: _____

Primary Contact Name and Title: _____

Email Address: _____

Telephone Number: _____

Website: _____

SECTION 2 – STUDENT DATA PRIVACY AGREEMENT (DPA)

Please indicate your response to each item.

1. Does your organization agree to execute a Student Data Privacy Agreement acceptable to the District before accessing District student data? ☐ Yes ☐ No ☐ Subject to negotiation

2. Does your organization agree to use the Student Data Privacy Consortium (SDPC) National Data Privacy Agreement (NDPA) template, or another agreement acceptable to the District? ☐ Yes ☐ No ☐ Alternative agreement proposed

3. If your organization currently has a student data privacy agreement or similar agreement in place, please identify the agreement and attach a copy.

Agreement Name: _____

Date of Agreement: _____

☐ Copy attached ☐ Not applicable

SECTION 3 – SECURITY ASSESSMENTS AND CERTIFICATIONS

1. Does your organization maintain a current SOC 2 Type II report? ☐ Yes ☐ No ☐ In progress

2. If yes, provide the report date or reporting period. The report may be provided confidentially through an approved process. Reporting Period: _____

   ☐ Report attached ☐ Available upon request

3. If SOC 2 Type II is not available, identify any equivalent independent security assessments or certifications maintained by your organization (e.g., ISO/IEC 27001 or another applicable independent assessment).

Assessment/Certification: _____

Issuing Organization: _____

Date or Validity Period: _____

☐ Supporting documentation attached ☐ Not applicable

4. Describe any additional measures used to protect District data, including access controls, encryption, employee training, and security monitoring.

SECTION 4 – DATA PRIVACY AND SECURITY REQUIREMENTS

Please indicate whether your organization agrees to each requirement.

Requirement	Yes	No	Explanation/Exceptions
Use District data only for purposes authorized by the District and the contract.	☐	☐	_____
Limit access to District data to authorized personnel with a legitimate business need.	☐	☐	_____
Maintain reasonable administrative, technical, and physical safeguards to protect District data.	☐	☐	_____
Disclose all applicable subcontractors that may access, process, store, or receive District data.	☐	☐	_____
Notify the District of security incidents involving District data within the timeframe established by the DPA or contract.	☐	☐	_____
Return District data upon contract termination or expiration, as directed by the District and subject to applicable legal requirements.	☐	☐	_____
Securely delete District data upon contract termination or expiration in accordance with the DPA and District instructions.	☐	☐	_____
Require applicable subcontractors to comply with relevant student data privacy and security obligations.	☐	☐	_____

SECTION 5 – SUBCONTRACTOR DISCLOSURE

Identify all subcontractors or third-party service providers that may access, process, store, or receive District data.

Subcontractor Name	Service Provided	Type of Data Accessed	Data Storage/Processing Location
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

☐ No subcontractors or third-party providers will access, process, store, or receive District data.
☐ Additional subcontractors are identified in an attached schedule.

SECTION 6 – DATA HANDLING AND INCIDENT RESPONSE

1. Identify the types of District data the proposed product or service will collect, access, process, or store.

---

2. Describe how District data is protected in transit and at rest, where applicable.

---

3. Describe your organization's process for reporting and responding to security incidents involving District data.

---

4. Identify the process for returning and securely deleting District data at the end of the contract, including any applicable backup retention or deletion limitations.

---

5. Identify any known exceptions to the requirements in this questionnaire. Attach additional details if necessary.

SECTION 7 – VENDOR CERTIFICATION

I certify that I am authorized to submit this questionnaire on behalf of the vendor. The information provided is true and accurate to the best of my knowledge. I understand that the District may request supporting documentation, clarification, or additional information during the solicitation and evaluation process.

The vendor acknowledges that execution of a Student Data Privacy Agreement acceptable to the District may be required before the vendor accesses District student data. Submission of this form does not replace or constitute execution of the required DPA.

Authorized Representative Name: _____

Title: _____

Signature: _____

Date: _____

Company Name: _____

REQUIRED ATTACHMENTS CHECKLIST

☐ Student Data Privacy Agreement (DPA), proposed NDPA, or alternative agreement, if available

☐ Current SOC 2 Type II report, if available, or description and supporting evidence of equivalent independent assessments or certifications

☐ Subcontractor disclosure schedule

☐ Additional security policies, certifications, or supporting documentation, if applicable

☐ Explanation of any exceptions or qualifications to the requirements

District Use Only

Reviewed By: _____

Date Reviewed: _____

☐ Acceptable ☐ Additional Information Required ☐ Exceptions for Evaluation

Comments: _____