Procurement Department
2 Space Drive • Taylors, SC 29687-6072 • (864) 355-1279 • Fax (864) 355-1283
The School District of Greenville County

September 21, 2018

Request for Proposal (RFP)

Banking Services

Request for Proposal (RFP) # 518-73-11-8

The School District of Greenville County (District) invites interested firms to submit a SEALED PROPOSAL to provide Banking Services and related requirements in accordance with the specifications contained in this solicitation. The proposal shall address the ability of the proposing institution to provide the services required within this solicitation.

The District will hold a meeting on October 18, 2018 at 9:00 A.M. EDT for institutions wishing to submit a proposal on November 8, 2018 at 3:00 P.M. EST. The purpose of the meeting is to discuss the District' requirements so that interested parties will have a complete understanding of the District's scope of work and terms and conditions. The meeting will be held at 301 E. Camperdown Way, Greenville, South Carolina 29601, in Conference Room A. Attendance is strongly encouraged.

The School District of Greenville County is located in the Upstate of South Carolina with approximately 80,000 students and 10,000 employees. The District was established in 1951. The District consists of more than 100 schools, career centers and other facilities. Proposers can obtain more information on the District and its standards by entering the District's website at www.greenville.k12.sc.us.

The Request for Proposal solicitation method shall be used to select one firm that meets the requirements of the solicitation. The Scope of Work, requirements and specifications were prepared by the District's Finance Department. The Scope of Work is located on Page Fifteen (15).

Solicitation Schedule

Meeting (Attendance Strongly Encouraged):	**October 18, 2018, at 9:00 A.M. EDT**
Inquiry Deadline:	**October 25, 2018 at 3:00 P.M. EDT**
Proposal Due and Public Opening:	**November 8, 2018 at 3:00 P.M. EST**

Proposers shall provide all information required by this solicitation and shall include any additional information that may assist the District in evaluating the proposal and the abilities of the firm to provide the required equipment and related services.

Definitions

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

Agreement

NOTE: If an interested entity cannot agree to the following requirements the entity should not expect to be considered for an award.

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

This solicitation and the District's General Terms and Conditions shall govern and take precedence as the contract between the District and the awarded proposer. The terms of the agreement between the District and the successful proposer shall comply with the requirements contained in this solicitation and the District's General Terms and Conditions which are incorporated herein.

NOTE: Should the proposer require the District to sign any contract(s), any document(s) and/or any agreement(s), the proposer shall inquire in writing if the District would consider its proposed contract(s), document(s) and/or agreement(s) and shall provide such contract(s), document(s) and/or agreement(s) or other pertinent documents to the District's undersigned Procurement Officer prior to the Inquiry Deadline which is noted in the solicitation. Submittal of any document(s) does not mean acceptance of the document(s) and the information contained therein, by the District or that a proposer is considered by the District to be responsible and/or the subsequent proposal responsive.

Proposals that include agreements, terms, conditions, contracts and/or contract provisions which conflict with the District's General Terms and Conditions (attached), which **were not submitted prior to the Inquiry Deadline** and/or were not approved by the District prior to proposals being received and/or conflict with the requirements of this solicitation, may be rejected by the District as non-responsive. The rights and authority to make such a determination is reserved solely to the Procurement Officers of the District's Procurement Department.

The District shall not accept any proposed agreement, contract, lease, terms and conditions or any other contractual document which may be included with the proposal that has not been previously

submitted to the Procurement Officer prior to the Inquiry Deadline or is referenced to be enforceable in the future. The District shall not accept any terms and conditions which would be prejudicial to other proposers and/or materially change the solicitation. Software licensing agreements are included in this requirement.

Interested firms are hereby given notice that a "Proposal Certification" form is included within the solicitation and by signing the certification form, with no alterations allowed, the proposer agrees to be bound by the terms and conditions of the solicitation and by the District's General Terms and Conditions.

The School District of Greenville County's Procurement Code and Regulations govern and supersede any and all other documents, proposals and policies, whether stated or implied. Proposers may have the right to protest this solicitation or the subsequent award(s) in accordance with Article XIV of the District's Procurement Code. The Procurement Code containing such rights is posted on the District Procurement website.

Interested firms or individuals that submit a proposal that contradicts this solicitation and which is not in compliance with the requirements of this solicitation, including the District's General Terms and Conditions, acknowledge and understand that, by doing so, its proposal may be deemed non-responsive by the District.

The District shall not indemnify and/or hold harmless any Non-District entity or the entities' representatives as this action is not statutorily allowed by South Carolina law. Firms' proposal responses that contradict this requirement shall not be eligible for an award.

Performance of the Scope of Work

The awarded proposer(s) is expected to fulfill all of the requirements and duties contained in this solicitation as directed by the District's Superintendent or his designee. A proposal shall consist of details for the provision and management of the services envisioned in the Scope of Work, in accordance with the requirements described in this solicitation. The detailed Scope of Work is provided in a later section.

The scope of work includes, but is not limited to, the responsibilities listed in this RFP and any future authorized, amended documents related to this solicitation. If the proposer takes any exceptions to any part of the solicitation, include the exceptions with the proposal on a separate page titled "Exceptions to Proposal Criteria."

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

Inquiries

Questions and comments regarding this project or the solicitation process shall be submitted **in writing** to **both** Mrs. Tonya A. Stroud, Buyer, tstroud@greenville.k12.sc.us, **and** Ms. Patricia J. Phillips, Senior Buyer, pphillip@greenville.k12.sc.us. Inquiries and comments may be mailed to the SDGC Procurement Department, 2 Space Drive, Taylors, South Carolina 29687 or fax the questions/comments to (864) 355-1283, no later than **October 25, 2018 at 3:00 P.M. EDT.**

Written or verbal questions/comments received after this date/time shall not be addressed.

Prospective proposers will be notified by addenda **after** the Inquiry Deadline, not before, concerning any changes or clarifications to contract terms, scope of work and/or specifications. Addenda are mailed and posted on The School District of Greenville County's website, under the Procurement page.

NOTE: Any firm or individual that contacts or attempts contact with any District personnel/representative other than by the method described above shall have their proposal rejected and shall not be eligible for an award. All inquiries and comments shall be directed to the Procurement Representatives noted above.

Submittal Instructions

Proposers shall furnish a total of **four (4) complete paper proposal packages**. Provide one (1) original paper document proposal and three (3) additional paper copies no later than November 8, 2018 at 3:00 P.M. EST. Mark the original document as such. All documents (original and copies) shall be submitted in a sealed envelope or other enclosure. Emails or faxes shall not be accepted.

Evaluation

All proposals will be reviewed for the purpose of determining proposal responsiveness and proposer responsibility. Any proposal that does not meet the essential requirements of the District shall be subject to disqualification. For purposes of responsibility, all information provided by the proposer concerning its availability and ability to perform fully the contract requirements, the proposer's integrity and reliability will be reviewed. The submission of a proposal for review does not necessarily qualify the proposal as being responsive or the proposer responsible. Failure to provide specific information, as requested, for use in the evaluation will cause the proposal to be disregarded.

Evaluation Factors

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

1. Ability to meet District specifications – 8 Points

2. Cost to District for specifications of the District Banking Services. – 5 Points

3. Qualifications of the offeror to provide the services contained in this RFP. – 4 Points

4. Other services available. – 3 Points

The proposer shall respond to each evaluation factor. The overall highest ranked, responsible proposer may be awarded a contract if all other terms and conditions of the proposal are acceptable to the District and if in the District's best interest.

The District's evaluation team may request written or oral clarifications of any offer received. However, the District may, at its sole discretion, refuse to accept in full or partially the response to a clarification request provided. Proposers are cautioned that the evaluators are not required to request

clarification; therefore, **all offers should be complete and reflect the most favorable terms.** The District reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the District.

Award

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

This is a multiple year agreement/award renewable each one (1) year period up to five (5) years in total.

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

Solicitation Security

The District does not require Solicitation Security for this project.

Performance and Payment Bonds

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

Solicitation and Performance Conditions

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

Contract Termination for Cause

The District reserves the right to terminate this solicitation or resulting agreement upon a thirty (30) calendar day notice when in the best interest of the District at no cost to the District. Termination of any contract by the District for cause, non-performance, default or negligence on the part of the successful proposer shall be a retained right. Termination costs levied against the District shall not apply and the thirty (30) calendar day termination notice requirement shall be waived. The default provisions shall apply when a contract is terminated for cause.

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

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

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

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

Submittal
Mark the SEALED envelope containing the proposal as follows:

Banking Services
RFP #518-73-11-8

Mail or hand-deliver the proposal to:

The School District of Greenville County
2 Space Drive
Taylors, S. C. 29687
Attn: Procurement Department

Solicitation Conditions
The official time due time for a solicitation response is maintained according to the Time/Date Stamp located in the SDGC Procurement Department. All solicitation responses shall be received **in** The School District of Greenville County Procurement Department, 2 Space Drive, Taylors, South Carolina 29687, no later than the time specified in this solicitation. Solicitation responses shall be in the physical possession of a Procurement Department employee prior to the due time or the solicitation response shall be determined to be late once the due time has occurred.

NOTE: Proposers are responsible for physically handing the proposal to a Procurement Department employee prior to the proposal due time/date. Do not hold the proposal until the recording meeting begins. Do not deliver the proposal to the school or any other location.

Responses that are in another SDGC location, room, department or other area at the solicitation due time other than the Procurement Department shall not be accepted. If there is doubt as to the location of the Procurement Department, individuals may contact the District for directions. The District is not responsible for the proposer's interpretation of any directions provided. The District is not responsible for traffic, parking availability, road closures, delivery services or weather conditions.

NOTE: Proposals received or date stamped after the due time shall not be accepted. Faxed or emailed proposals shall not be accepted.

The School District of Greenville County assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, or any other correspondence by the U.S. Postal Service, a delivery service, electronic transmission, facsimile or any other method.

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

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

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

NOTE: The District is not an agency of the state and is not governed by the South Carolina Consolidated Procurement Code and Regulations, but rather operates under its own Procurement Code and Regulations.

Award Notification

The award statement will be publicly posted in the lobby of the Procurement Department, 2 Space Drive, Taylors, South Carolina. The award shall also be posted on the Procurement Department website. Actual proposers will be mailed a copy of the Intent to Award document. Interested parties may call the Procurement Department at (864) 355-1279 to determine if an award has been posted. Firms/individuals may have the right to protest this solicitation or its subsequent award in accordance with Article XIV of the District's Procurement Code.

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

Confidential Information

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

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

By submitting a solicitation response, the proposing firm acknowledges that it is in compliance with the South Carolina School Transportation Motor Coach Contracting Guidelines and Procedures, issued by the South Carolina Department of Education Office of Transportation and is in compliance with the Federal Motor Carriers Safety Administration.

The School District of Greenville County Procurement Code and Regulations supersede and govern any and all documents and/or policies, whether stated or implied. The School District of Greenville County 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.

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

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

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

Awarded Firm's Relationship with the District
The awarded firm shall be independent of the District. None of the firm's employees shall be deemed for any purpose to be employees, agents, or servants of the District, but shall at all times serve as employees, agents, or servants of the contractor for whom and at whose direction they shall act. No acts performed for or representations made, whether written or oral, by the firm to third parties shall bind the District. The firm shall be solely responsible for the withholding and payment

of all federal, state, and local personal income, social security, unemployment, workers compensation and other payroll taxes for its employees. The District shall have no liability of any sort for the firm's employees.

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

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

Indemnity

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

The District shall not indemnify and/or hold harmless any non-District entity or the entities' representatives as this action is not statutorily allowed.

Pre-Payment

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

Subcontracting

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

IMPORTANT: Student and Staff Safety

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

All inquiries and background checks must be conducted on a monthly basis or more frequently or as required by the District.

Persons who are identified as a Sex Offender or violator as defined by the South Carolina Code of Laws (Ann. 2006), Article 7, Sections 23-3-400 to 23-3-500 or other statute or any other states' statutes and persons who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-1-60; are prohibited from entering any of The School District of Greenville County schools at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the contractor or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

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

The District may in its sole discretion terminate any existing contract for the failure by the awarded firm, its subcontractors or any representative of the contractor or subcontractor to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of the successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subject to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses/Sex Offender status on automated equipment at each school or site.

Alcoholic Beverages, Illicit Drugs, Smoking and Weapons

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

Iran Divestment Act

A person or business that is identified on a list created pursuant to S. C. Section 11-57-310, as a person or business engaging in investment activities in Iran as described in Section 11-57-300, shall be ineligible to contract with the District or any political subdivision of South Carolina and any

contract entered into with the District or a political subdivision of this State shall be void ab initio. Persons and businesses shall certify by their signature on the bid/proposal that the person or business contracting with the District is not listed on or named therein on a list created pursuant to S.C. Section 11-57-310.

By submission of a bid or proposal, each person signing on behalf of any individual or business certifies and in the case of a joint bid or proposal, that each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the person's knowledge and belief that each person, business, bidder or proposer is not on the list created pursuant to S.C. Section 11-57-310. A person or business shall not be considered for award, nor shall any award be made where the condition set forth has not been complied with in accordance with S. C. Section 11-57-310; provided, that if in any case the person, business, bidder or proposer cannot make the foregoing certification, the person, business, bidder or proposer shall so state and shall furnish with the bid or proposal, a signed statement which sets forth in detail the reasons for non-compliance. The District may award a person or business that cannot make the certification pursuant to S.C. Section 11-57-310, on a case-by-case basis, if:

(1) the investment activities in Iran were made before the effective date of the Act, the investment activities in Iran have not been expanded or renewed after the effective date of the Act and the person or business has adopted, publicized and is implementing a formal plan to cease any and all investment activities in Iran and shall refrain from engaging in any new investments in Iran; or

(2) the District makes a determination that the goods or services are necessary for the District to perform its functions and that absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be considered a public document subject to S.C. Section 11-35-410. Persons and businesses shall be responsible for reading and complying with South Carolina Code of Laws, TITLE 11, CHAPTER 57, ARTICLE 1-The Iran Divestment Act.

South Carolina Illegal Immigration Reform Act

By signing its bid or proposal, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agrees to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years or both." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at www.procurement.sc.gov).

Permits, Licenses and Taxes

The proposer shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the District or under contract with the District, shall acquire all

necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the District. It is recommended that interested firms contact the following to learn of any pertinent requirements or licenses:

1. The South Carolina Secretary of State's office (www.scsos.com)
2. The South Carolina Department of Revenue
3. The City of Greenville, South Carolina

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

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

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

Cooperative Purchasing (When Applicable)

The School District of Greenville County's Procurement Code and Regulations authorizes the use of cooperative purchasing practices with regard to other valid public procurement units. Accordingly, any South Carolina school district, state, city or county agency or other public procurement unit may participate in any resulting award if agreeable to the District, the successful bidder/proposer and the other public procurement unit. The listing of future potential participants within this solicitation is not required by state law.

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

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

Procurement Card and ACH Processing (If Applicable)

The District has the capability to pay the majority of vendor invoices with a District managed Procurement Card (P-Card) and/or an Automated Clearing House (ACH) processing method. The District reserves the right to request that the awarded vendor process invoice/payment transactions by use of the District P-Card or ACH processing method. Failure by the vendor to provide P-Card and/or

ACH transaction processing capabilities shall not be grounds for rejection of a proposal nor shall it create a contract controversy. **Any discounts offered by the vendor as the result of the District's use of the P-Card or ACH processing should be noted in the solicitation response on a separate page entitled Procurement Card and ACH Processing Capability.**

Postponements

A proposal recording meeting or a pre-proposal conference shall be postponed if the District's Procurement Department is closed for any of the following reasons: (1) Causes beyond the control of the District (e.g., fire, flood, weather conditions, etc.), or (2) Emergency or unanticipated events that interrupt normal District or Procurement operations. The postponed event (opening or conference) shall automatically be rescheduled to the next full and complete District business day after the published date. A District business day does not include a day when business commences after 8:00 A.M. EST/EST or after an announced opening delay or a closure. Firms should consult the District's INFOLine (864-355-3100) or local media regarding closures. The Procurement Department shall not be open or staffed to receive proposals/bids or to answer questions when an announced closing is in force.

Technology Requirement (When Applicable)

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

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

End of ETS requirement.

By submission of a response, the Proposer certifies that it has read and understands all of the requirements contained in this solicitation and agrees to be bound by all the terms and conditions of this solicitation without exception. It is understood that no payment will be made until the project is completed in accordance with the specifications set forth within this solicitation. The Proposer has availed itself of every opportunity to understand the requirements of this solicitation.

Key Event Dates

Meeting (Attendance Strongly Suggested):	**October 18, 2018, at 9:00 A.M. EDT**
Inquiry Deadline:	**October 25, 2018 at 3:00 P.M. EDT**
Bid Due and Public Opening:	**November 8, 2018 at 3:00 P.M. EST**

Delivery Location for Proposals and Public Recording
The School District of Greenville County
Procurement Department
2 Space Drive
Taylors, S.C. 29687

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

Tonya A. Stroud

Tonya A. Stroud
Procurement Officer
Enclosures: Certification Form

Copy: Mrs. Robin Stack, Director of Business Services
Mr. Eston Skinner, Director of Procurement

Scope of Work (RFP# 518-73-11-8)

The scope of work includes, but is not limited to, the responsibilities in the section entitled "Scope of Work". It is the intent of the District to have one (1) provider for the Consolidated District Bank Services program requirements pursuant to this solicitation. The successful proposer is expected to fulfill all duties as directed by the Superintendent or designee whether noted or in addition to this solicitation. If the awarded proposer is unable to provide services at any point, in the opinion of the District, the District reserves the right to secure services from other sources as needed to meet District requirements. This action shall not be grounds for contract controversy.

The Scope of Work has been developed in conjunction with the District's Accounting Services Department.

The School District of Greenville County is located in the Upstate of South Carolina with approximately 76,000 students. The District consists of more than 100 schools, career centers and other facilities. The District pays more than 10,000 employees on each semi-monthly payroll and processes more than 400 vendor payments per week.

OVERVIEW OF REQUIRED BANK ACCOUNTS

Merchant Solutions is not a part of the RFP at this time, but these services can be included in the options section.

All District consolidated banking services shall include the District operating account, ZBA payroll account, worker's compensation account, Food and Nutrition Service (FANS) centralized account, and miscellaneous checking accounts. Should the District elect to award the FANS operations separately, all of the above shall still apply.

Operating Account

This account will be used for the following purposes:

1. All non-FANS receipts will be deposited into this account.

2. Investments will be made from this account.

3. District Accounts Payable checks are also written against this account.

4. The Zero Balance Payroll account will be funded from this account.

5. All non-FANS ACH & Wires are initiated and received against this account.

Zero Balance Payroll Account

The bank will be asked to provide one (1) Zero Balance Disbursement Account (ZBA) for payroll. This account will be funded daily from the Operating Account. Anticipated volume:

	Direct Deposit
Estimated number of transactions per month (semi-monthly payroll)	22,600
Estimated dollar volume per month (semi-monthly payroll)	$35,500,000

Direct deposit is mandatory for all District employees, but a minimum number of checks will be processed every month (average of 30 checks).

The bank must also provide a clear cross-reference of transactions between the ZBA and the operating account.

Workers' Compensation Account

The District is self-insured for Workers' Compensation and uses a demand deposit account for its third party agent. This account is funded by internal transfers from the operating account.

	Electronic Debits	Electronic Credits
Average number per month	22	4
Average monthly expense	$375,000	

Food and Nutrition Service (FANS) Centralized Operating Account

The FANS department is a separate fund within the District with a stand-alone bank account. This department conducts all food service operations for the District. One centralized account is used for all disbursements and most deposits. The goal would be for all school cafeterias to deposit into one central account with each school and location identified by number for branch deposits. However, due to some schools being located in remote areas of the county, a few other FANS Depository accounts are used. Food Service does not receive any wires at this time. They do receive ACH payments. In your proposal, please include any costs associated with this type of arrangement. This account requires an institution with branch

offices located throughout Greenville County. The following areas shall be addressed by the proposers:

1. FANS should be provided with materials necessary to reconcile the FANS account. This would include information that tracks deposits by location.

2. Deposit corrections for each school should be emailed to the FANS central office. FANS currently averages 20 deposit corrections per month.

3. Encoded duplicate deposit tickets are used and each school makes individual deposits. FANS currently averages 90 deposits per day from individual schools made up of approximately 70% checks and 30% cash.

4. Other banking services which may apply to this type of arrangement.

Miscellaneous Checking Accounts

The District uses separate accounts for its Summer School, Virtual School and Workplace Resource Center programs. These accounts are for the most part deposit accounts, but a minimum amount of checks may be written.

Student Activity Funds

Each school within the District operates a decentralized Student Activity Fund (SAF). Each school has a stand-alone set of books and a demand deposit account for receipts and disbursements. While the banking selection decisions with lower or no fees reside with the Principal, the District is seeking a competitive banking advantage for the schools which would be made available to them. However, the District cannot guarantee that schools will take advantage of the proposal conditions. Proposers shall include this as a separate and distinct part of the submitted proposal. Currently there are 93 individual SAF accounts with normal activity ranging from 5-250 checks per month and balances ranging from $3,000 to $140,000.

SPECIFICATIONS

1. The District requires daily information on all accounts, specifically regarding the ledger and collected balance in the operating account and the detail credits between the zero-balance account and the operating account thru internet on-line connections.

2. All bank statements will be dated as of the last day of the month. The bank statements should be available online no later than two days following month end.

3. The District requires image storage of checks that includes images of the front and back of checks, deposit tickets, account analysis, and credit/debit memos. Please describe this feature and all associated costs.

4. An account analysis for each account and a consolidated analysis (for District accounts and FANS accounts separately) for all accounts showing the cost of providing services must be provided by the bank monthly and included as a part of the image storage.

For monthly reconciliation purposes the bank will furnish an electronic file of paid items (a paid items reconciliation). A duplicate copy of this file should be maintained by the bank for a period of three months. This file must be accessible through online banking.

5. The bank must have available investment services to invest temporarily idle funds on an overnight basis for the District operating and FANS operating accounts. The normal short-term investment would be a re-purchase agreement or similar program. The District's average monthly balance in the overnight investment is $7 million. The bank shall specify in the proposal all information concerning this type of investment including the method of computing interest (specific formula). The activity for this investment must be reported to the District. District accounts should be interest-bearing. All deposits must be insured by FDIC and/or meet state collateral guidelines.

6. The bank must agree to provide and show evidence of 103% collateral on all funds the District maintains at the bank, both checking and investments. This collateral must be in conformity with South Carolina state law regarding investments by political subdivisions and be invested in the name of the District. All securities used as collateral must adhere to State statues for political sub-divisions, (S.C. Code of Laws 6-5-10). The District reserves the right to invest with other banks and/or savings and loan institutions at any time.

7. The bank shall be a member of the National Automated Clearing House Association. The District currently uses ACH for direct deposit transmissions, tax payments, workers compensation payments and other authorized payments. The proposer should also include in their proposal detail information concerning electronic funds transfer programs offered.

8. The District requires an inter-bank, on-line transfer system.

9. The District will utilize wire transfers in and out of its main accounts via an on-line transfer system. Telephone contact with the bank must also be an option, to be followed by written confirmation.

a. The District may receive various transfers from other parties throughout the month. For all transfers received on a daily basis, the District requests the Bank credit the respective account for the equivalent of the daily rate that is paid on the automatic repurchase agreement/investment program for that particular day on these transfers.

b. It may occasionally be necessary for the District to perform daylight overdrafts. Proposers are to describe in detail your bank's policy for handling daylight overdrafts.

c. The awarded bank agrees to execute any wire or ACH transfer order within the timeframe necessary for the wire or ACH transfer to reach the destination party by 5:00 P.M on the effective business day.

d. Include a description of the security levels required for wire and ACH transfers.

10. The bank will provide stop payment services for checks via internet access. Telephone contact with the bank must also be an option, to be followed by written confirmation.

11. The District has recently started using Positive Pay. The institution must be able to offer "Positive Pay" services or other compensating services to ensure protection against check fraud. Please describe your institution's services and all associated costs.

12. Include a description of all fraud prevention services and all associated costs.

13. Safekeeping fees shall be of no cost to the District.

14. The bank shall provide duplicated encoded deposit slips for the District and FANS operating accounts at no cost to the District.

15. All disbursements of the District should be fully payable to the payee based on full faith and credit of the District.

16. The proposing bank must have multiple locations in Greenville County.

17. Direct Deposit Services - The District currently mandates direct deposit to all employees. Please include an overview of this service in your proposal and cite all related costs. Recurring costs should be quoted per transaction.

a. The bank will also serve as the originating depository for a payroll direct deposit program.

b. The District and the banking institution will mutually develop a payroll delivery schedule that will comply with the Automated Clearing House holiday schedule.

c. The banking institution shall identify in their proposal when funds are to be made available to the bank for direct deposited pay.

d. Describe the method for notification of rejected/returned ACH transactions. Include timeline for employer notification. An electronic employer notification method is preferred.

18. The bank should provide a relationship manager and customer support, including staff qualifications and philosophy, who will work with the district to provide service improvement recommendations as well as cohesive communications.

19. The District's banking relationship will begin July 1, 2018 and requires an implementation plan that will provide all banking services to be operational by that date.

20. Based on the information provided in this document, the proposer must respond with a statement indicating if they anticipate that the District's bank deposits/investments will exceed 10% of the entity's assets at any given time.

21. The District has the option to terminate the award/agreement if the banks credit rating drops to a level below AAA as issued by Standards and Poor's and Aaa as issued by Moody's credit rating agencies.

Other Services

The District requests that the proposers shall explain, in detail, any additional service that they wish to provide to the District. The proposer should include a description, specifics and cost for any other services it offers that provide efficiencies to benefit the District and all employees, etc. The District may not choose to select other services offered in conjunction with this Banking Services RFP.

- procurement cards (over 500 cards and 57,000 transactions annually)
- on-line programs for acceptance of credit card payments (up to 100 locations)
- payroll/value cards
- E-payments (over 30 vendors)
- check to ACH conversion
- other services

Cost for Services (Required)

The proposals shall state costs in terms of a fee structure as a percentage of the banking institution's "Schedule of Fees for Commercial and Non-Personal Accounts" which is in effect at the time the proposal is submitted. A copy of the bank's current "Schedule of Fees for Commercial and Non-personal Accounts" shall accompany the proposal. The fee structure quoted to the District must not be greater than fees charged to the bank's most favored customer. Because the fee structure quoted for the District is in terms of a percentage of the bank's current and customary fees, the District will accept fee schedule increases during the contract period. However, the percentage adjustment quoted cannot be increased during the contract period.

The District intends to pay for all account services provided by the bank based upon an itemized bank debit. The debit memoranda shall show volume counts, fees charged and the total price for servicing the account. An account analysis shall show average ledger balances, average collected balances, interest rates and the amount of interest paid or credited to the account.

Proposers shall provide all costs and the cost calculation method to the District in their proposal. Undisclosed costs shall not be paid at any time.

Proposer General Information (Required)

Proposers shall respond to each of the following areas of concern. Failure to respond to each of the points below may result in the proposal being deemed non-responsive. Respond in the sequence below.

1. Proposer's main business activities.

2. Length of experience in providing the required services and service in the Greenville area.

3. Address the proposing entity's financial ability to provide the services required.

4. Name and address of insurance agency and surety company. Provide proof of insurance regarding general liability, workers compensation etc.

5. State membership in any trade organizations or associations.

6. State in detail your documentation of accountability.

7. List any impartial service ratings/or reports regarding your company or affiliates.

8. Provide information regarding governmental or client litigation, including any debarments, related to the proposer's company or its affiliates.

9. List at least four references.
   (Preferably in an education environment of similar size).

Proposals

Each proposal shall include information that addresses the Specification section, the Compensation for Services section, and the General information section. The proposal may also include additional information on other services offered as a separate section

End of Scope of Work.

The School District Of Greenville - Schools Composite

Description	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total	Average	AFP Code
Deposits Processed	960	1,018	1,201	761	1,017	331	181	668	1,082	1,185	978	767	10,149	846	01 01 01
Checks Deposited	8,859	8,898	8,992	6,355	6,622	734	531	11,132	13,361	12,576	10,582	5,452	94,094	7,841	10 02 00
Returned Checks Final Pres	14	19	24	14	20	2	-	31	42	29	35	11	241	20	10 04 00
Branch Cash Processing	363,048	414,456	370,399	269,704	344,199	55,604	32,054	336,112	601,067	620,411	384,281	238,503	4,029,838	335,820	10 00 08
Checks Paid	630	668	840	666	885	591	261	1,733	718	716	796	584	9,088	757	15 01 00
Stop Payment-Manual	-	-	-	-	1	-	-	-	1	-	-	-	2	-	15 04 20
ACH Received Credits	41	51	44	39	55	133	98	129	107	194	193	118	1,202	100	25 02 01
ACH Received Debits	4	8	5	7	5	3	2	4	7	5	8	7	65	5	25 02 00
Check Printing Charges	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15 08 00
Account Maintenance	34	34	34	34	35	35	35	35	36	36	36	36	420	35	01 00 00

The School District Of Greenville - Schools Composite

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Average
Ledger:	2,790,133	3,067,764	3,088,197	2,726,467	2,442,500	1,996,694	1,387,338	1,603,916	2,441,736	3,168,587	3,357,458	3,173,750	2,599,603
Less float:	31,236	35,106	24,726	26,297	21,521	9,611	5,388	25,379	53,228	40,187	35,511	20,046	27,247
Collected:	2,758,896	3,032,657	3,063,471	2,700,169	2,420,978	1,987,083	1,381,950	1,578,537	2,388,508	3,128,399	3,321,946	3,153,704	2,572,355

The School District Of Greenville - Primary Composite

Description	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total	Average	AFP Code
ZBA-Parent Acct Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1	01 00 20
Zero Balance Sub Acct Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1	01 00 21
Deposits Processed	23	19	22	15	34	29	14	23	23	21	18	16	257	21	01 01 01
Checks Deposited	429	439	408	395	708	829	417	575	462	460	453	395	5970	498	10 02 00
Returned Checks Final Pres	0	0	0	1	1	0	0	0	0	0	0	0	2	0	10 04 00
Branch Cash Processing	1213	600	570	460	440	3678	1210	1454	1104	730	2134	848	14441	1203	10 00 08
Checks Paid	1120	1345	1504	1155	1700	1283	1114	1208	1224	1539	1348	1353	15893	1324	15 01 00
CD ROM-Img Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1	15 13 50
CD ROM-Per Add Acct	3	3	3	3	3	3	3	3	3	3	3	3	36	3	15 13 53
CD ROM-Image Per Item	1117	1343	1504	1155	1699	1262	1097	1201	1218	1539	1348	1353	15836	1320	15 13 51
CD ROM-Per Add CD	1	1	1	1	1	1	1	1	1	1	1	1	12	1	15 13 53
Same Day ACH Origination Surcharge	0	1	2	2	4	0	18	1	1	3	0	62	94	8	25 01 41
ACH Received Credits	128	162	213	149	172	156	76	76	92	158	151	136	1669	139	25 02 01
ACH Received Debits	32	27	35	29	39	31	31	34	27	32	32	29	378	32	25 02 00
ACH Returns Per Item	17	10	13	7	11	14	13	16	20	15	15	15	166	14	25 03 02
ACH Manual Item Reversal	2	1	0	0	1	0	3	2	7	2	3	1	22	2	25 06 40
ACH Notice Of Change	8	5	9	10	13	1	9	10	5	31	4	7	112	9	25 10 70
Wire IN-Domestic	0	2	2	2	4	2	3	3	2	3	2	2	27	2	35 03 00
EFT- Wire Notification Paper	0	0	0	0	1	0	0	0	2	0	0	0	3	0	35 99 99
EFT- Wire Notification Email	11	10	7	11	15	10	11	11	10	13	13	12	134	11	35 04 02
Wire IN-Domestic Exception	0	0	0	0	0	0	0	0	1	0	0	0	1	0	35 03 00
Etrs-Base Pkg Maint - Gold	1	1	1	1	1	1	1	1	1	1	1	1	12	1	40 00 5Z
Etrs-Transaction Record	2885	3247	3754	2638	3874	2119	1466	2265	2960	3597	3374	2930	35109	2926	40 02 72
Etrs-Balance Reporting Accts	10	10	10	10	10	10	10	10	10	10	9	9	118	10	40 00 52
Etrs-ACH Initiated	24591	24733	25097	25051	25015	24764	20298	21185	24406	24998	25213	25216	290567	24214	25 01 02
Etrs-Extended Image Search	1	1	1	1	1	1	1	1	1	1	1	1	12	1	40 03 40
Etrs-Secure ID Token	7	7	7	7	7	0	13	13	13	13	13	13	113	9	40 99 99
Etrs-Stop Payments	22	8	0	7	19	6	11	11	6	23	6	10	129	11	15 04 10
Etrs-Book Transfer	6	4	4	3	10	7	7	5	4	7	8	6	71	6	35 01 24
Etrs-Wire Out Domestic	11	10	8	9	12	9	8	8	9	11	11	10	116	10	35 01 04
Etrs-Customer Maint Wire Templates	25	27	27	27	27	27	27	27	27	27	28	28	324	27	35 05 51
Etrs- ACH Batch Initiated	16	19	21	19	20	17	22	23	16	17	13	13	216	18	25 05 05
Check Printing Charges	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15 08 00
Account Maintenance	7	7	7	7	7	7	7	7	7	7	7	6	83	7	01 00 00

The School District Of Greenville - Primary Composite

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Average
Ledger:	44,101,101	31,253,403	19,995,773	22,880,764	29,265,651	28,479,480	18,499,650	18,781,396	58,883,333	87,963,738	55,069,719	45,207,636	38,391,116
Less float:	70,024	50,874	54,432	43,811	49,014	52,811	23,994	42,095	108,298	96,477	61,024	38,657	57,584
Collected:	44,031,077	31,202,528	19,941,340	22,836,952	29,216,637	28,426,669	18,475,655	18,739,300	58,775,035	87,867,261	55,008,695	45,168,978	38,333,531

The School District Of Greenville - Food Services Composite

Description	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total	Average	AFP Code
Aa Electronic Statements	1	1	1	1	1	1	1	1	1	1	1	1	12	1	01 04 00
Deposits Processed	1226	1305	1558	970	1490	279	37	609	1250	1377	1325	1016	12442	1037	01 01 01
Checks Deposited	8942	9340	10642	6692	9025	415	26	5626	7458	8482	9901	5890	82439	6870	10 02 00
Returned Checks Final Pres	9	24	16	12	10	5	1	12	18	17	24	15	163	14	10 04 00
Branch Cash Processing	345269	350563	424501	265025	378888	26276	767	226205	358178	399027	398387	259943	3433029	286086	10 00 08
Deposit Recon Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12	1	10 06 00
Checks Paid	125	181	189	149	176	236	94	176	89	205	197	161	1978	165	15 01 00
CD ROM-Img Maint	1	1	1	1	1	1	1	1	1	1	1	1	12	1	15 13 50
CD ROM-Image Per Item	125	181	189	149	176	236	94	176	89	205	197	161	1978	165	15 13 51
ACH Received Credits	65	56	62	57	64	17	1	21	58	66	60	58	585	49	25 02 01
ACH Received Debits	2	0	3	0	2	0	0	1	1	5	2	1	17	1	25 02 00
Deposit Recon Per Item	1226	1305	1558	970	1490	279	37	609	1250	1377	1325	1016	12442	1037	10 06 10
Check Printing Charges	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15 08 00
Account Maintenance	1	1	1	1	1	1	1	1	1	1	1	1	12	1	01 00 00

CERTIFICATION FORM

RFP# 518-73-11-8

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

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

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

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

_____

Name of Firm

_____

Printed Name of Authorized Representative

_____

Title of Authorized Representative

_____

Signature of Authorized Representative

Date _____ Telephone/FAX Number _____

Email Address: _____

Note: It is required that this Certification form be completed and shall be returned unaltered with the proposal.

GENERAL 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. The District's General Terms and Conditions shall govern and take precedence as the contract between the District and the awarded proposer. The terms of the agreement between the District and the successful proposer shall comply with the requirements contained in this solicitation and the District's General Terms and Conditions.

DEFINITIONS

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

GOVERNING LAW

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

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

The District shall not accept, enter into or sign any proposed agreement(s), document(s), offer(s), contract(s), leases(s) and/or provision(s) that materially conflicts with the District's

General Terms and Conditions, the requirements of a solicitation or which are determined not to be in the best interest of the District.

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

CONTRACTUAL NEGOTIATIONS

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

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

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

OFFEROR RESPONSIBILITY

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

BID/PROPOSAL/AGREEMENT CONSTITUTES OFFER

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

SPECIFICATIONS MANDATORY

The offeror must meet all of the mandatory specifications and requirements set forth in the solicitation or proposed agreement. By incorporating said specifications into the offeror's response, subject to acceptance by the District of any amendments hereto as submitted by the offeror, the offeror is agreeing to comply with said solicitation specifications or agreement.

Failure to provide mandatory evidence of capability will result in a low evaluation ranking of the offeror's bid/proposal. Items designated as evaluation factors will be evaluated and rated in accordance with the evaluation criteria, if applicable.

INQUIRIES

Every effort has been made to ensure that all information needed by an offeror is included herein. If an offeror finds that it cannot provide a response without additional information, it may submit written questions to the person designated herein on or before the deadline set forth in the solicitation. Questions shall not be accepted by the District after the specified date. All replies to questions will be in writing and contained within an addendum. When a question received by the District is found to be previously and sufficiently addressed in the solicitation, that question will be returned to the proposer with a reference to the part of the solicitation containing the answer. All questions and written replies will be distributed to all known interested firms and individuals via an addendum and will be regarded as a part and parcel of the solicitation.

AMENDMENTS OR ADDENDA

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

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

COMPANY EXPERIENCE AND REFERENCE ACCOUNTS

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

The District reserves the right to consider historic information and facts about the bidder or proposer, whether gained from the submitted response, question and answer conferences, references or any other source, during the evaluation process.

SOLICITATIONS/AGREEMENTS SIGNED

All submittals shall be signed by a representative of the entity authorized to commit to the provisions of the submittal. Unsigned bids/proposals will be rejected unless an authorized representative is present at the bid/proposal opening and provides the needed signature, provided that the discovery is made prior to the recording of the contractor's bid/proposal. Any proposed and agreed upon contract shall be signed by an authorized representative of the offeror.

PUBLIC OPENING

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

POSTING OF AWARD

Solicitation awards shall be posted in the District's Procurement Department located at 2 Space Drive, Taylors, South Carolina. Awards may be viewed during normal business hours.

The Procurement Department may be contacted to determine if a particular award has been posted.

RIGHT TO PROTEST

Any prospective bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within fifteen (15) calendar days of the date of issuance of the Invitation for Bid/Request for Proposal or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue.

Any actual bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within fifteen (15) calendar days of the Posting Date as noted on the award document.

A protest shall be submitted in writing to the Purchasing Agent/Director of Procurement, The School District of Greenville County, 2 Space Drive, Taylors, South Carolina 29687 and shall set forth the grounds of the protest and the relief requested with enough particularly to give notice of the issues to be decided.

It shall be noted that the District may exercise its right to require a protest bond or irrevocable letter of credit from a protesting party when applicable.

CLARIFICATIONS

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

PURCHASE ORDERS

Contractor shall not perform any work prior to the receipt of a Purchase Order from the District. The District shall order any supplies or services to be furnished via a solicitation method by issuing a Purchase Order. Purchase Orders may be used to elect any options available pursuant to a solicitation; e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of the solicitation.

PATENT AND COPYRIGHT LIABILITY

If notified promptly in writing by the District of any actions (and all prior claims relating to such action) brought against the District, based on a claim that the District's use of the services or any products offered, including software, infringes a United States patent or copyright, the contractor will defend and indemnify the District in such action at its expense and will pay the costs and damages awarded in such action, provided that the contractor shall have sole control of the defense of any such action and all negotiation for its settlement or compromise. The District shall give the Contractor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and reasonable cooperation. No cost or expenses shall be incurred for the account of the contractor without its written consent. If principles of government or public law are involved, the District may participate in the defense of any action. If, in the opinion of the contractor, the products furnished there under are likely to, or do become, the subject of a claim of infringement of a United States patent or copyright, then, without diminishing its obligation to satisfy a final award, the contractor may, at its option and expense, (a) obtain the right for the District to continue to use such goods; or (b) substitute, with prior notice and District approval, for the alleged infringing products other equally suitable products that are satisfactory to the District;

or (c) take back, with District approval, such products, provided however, that the contractor will not exercise option (c) until the contractor and the District have evaluated options (a) and (b). In such event, contractor will reimburse the District for the purchase price of any goods removed pursuant to option (c).

TAXES

Prices shall include all applicable taxes unless otherwise noted. The current tax rate in South Carolina is six percent (6%). In the event that the contractor fails to pay or delays in paying to any taxing authorities sums paid by the District to the contractor, the contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.

PRICE ADJUSTMENT

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

TERMINATION BY DISTRICT

TERMINATION FOR NON-APPROPRIATIONS

In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, or there is no further need for the equipment, material(s), service(s) and program products to satisfy the need for which same were acquired herein, then the District shall promptly notify the contractor of such occurrence, and this Agreement shall create no further obligation of the District as to such current or succeeding fiscal year and shall be null and void, except as to the portions of payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the District of any kind whatsoever.

Subject to the provisions below, any contract resulting from this solicitation, or any portion thereof, may be terminated by the District providing a sixty (60) calendar day advance notice in writing is given to the contractor, unless the District agrees to a different notice period.

SUSPENSION BY DISTRICT

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

TERMINATION BY CONTRACTOR

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

WAIVERS

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

APPROVAL OF PUBLICITY RELEASES

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

AFFIRMATIVE ACTION

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

BANKRUPTCY

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

INDEMNIFICATION

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

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

CONTRACTOR RESPONSIBILITY

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

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

CONTRACTOR'S USE OF DISTRICT PROPERTY

Upon termination of the contract for any reason, the District shall have the right to possession of all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held

by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work. All District property and information is to be considered confidential in nature and shall not be disseminated or transferred without the District's written authorization.

IMPORTANT: Student and Staff Safety

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

Persons who are identified as a Sex Offender or violator as defined by the South Carolina Code of Laws (Ann. 2006), Paragraph 223-3-400 or other statute or any other states' statutes and persons who have been convicted of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-1-60; are prohibited from entering any of The School District of Greenville County schools at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the contractor or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature, shall not be allowed on District property.

Firms that employ persons convicted of crimes against children, violent crimes or other serious offenses that may jeopardize the safety of students and staffs, in the opinion of the District, are prohibited from receiving an award or conducting work on District property. All firms or individuals offering services shall conduct criminal background checks on its employees prior to the performance of work as the result of any award.

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

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

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

IMMIGRATION REQUIREMENTS

By signing the bid or proposer, the bidder or proposer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the bidder and/or its subcontractors or sub-subcontractors; or (b) that the bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false,

fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." The bidder agrees to include in any contracts with its subcontractors, language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) to include in the subcontractor's contracts with the sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

Permits, Licenses and Taxes

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

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

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

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

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

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

INSURANCE

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

CONTRACTOR'S LIABILITY INSURANCE

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which

are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

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

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

COMMERCIAL GENERAL LIABILITY:
General Aggregate (per project) $1,000,000
Products/Completed Operations $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any one fire) $ 50,000
Medical Expense (Any one person) $ 5,000
BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):
Combined Single Limit $5,000,000
OR
Bodily Injury & Property Damage (each) $750,000
WORKER'S COMPENSATION:
State Statutory
Employers Liability $100,000 Per Acc.
$500,000 Disease, Policy Limit; $100,000 Disease, Each Employee

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

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

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

INDEMNIFICATION - THIRD PARTY CLAIMS

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

ASSIGNMENT

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

PAYMENT

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

INTELLECTUAL PROPERTY INFRINGEMENT

(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, and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The District shall allow the Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The District shall allow the Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against the District's use of any acquired item, or if in the Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, the Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for the District the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the District. If neither (1) nor (2), above, is practical, the District may require that the Contractor remove the acquired item from the District, refund to the District any charge(s) paid by the District, and take all steps necessary to have the District released from any further liability. (c) the Contractors obligations under this paragraph do not apply to a claim to the extent (i) that the claim is

caused by the Contractor's compliance with specifications furnished by the District unless the Contractor knew or reasonably had prior knowledge or suspected its compliance with the District's specifications would infringe an IP right, or (ii) that the claim is caused by the Contractor's compliance with specifications furnished by the District if the District knowingly relied on a third party's IP right to develop the specifications provided to the Contractor and failed to identify such product to the Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

OWNERSHIP OF DATA & MATERIALS

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

PRIVACY – WEB SERVICES

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

PROPRIETARY SOFTWARE (WHEN APPLICABLE)

Definition

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

License

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

Title

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

Trade Secrets

The District agrees that proprietary software is a trade secret of the contractor. The District agrees to take reasonable precautions to protect the trade secret nature of the proprietary software and to prevent its disclosure to unauthorized personnel. The license herein granted cannot be transferred, assigned, or made available by the District for use by any other individual, firm, partnership, or legal entity not affiliated, associated, or connected with the District without the prior expressed written consent of the contractor, which consent will not be unreasonably withheld. Such transfer shall also be conditioned upon the execution by the transferee of a written declaration agreeing to be bound by the terms and conditions of confidentiality provided for in this section.

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

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

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

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

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

CUSTOMIZED SOFTWARE

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

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

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

included in the contractor's cost bid/proposal submitted to the District in response to the solicitation.

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

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

ETHICS ACT
By submitting an offer, the vendor certifies that it is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of a public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of a public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids/proposals – Section 8-13-1150.

Any questions regarding the aforementioned General Terms and Conditions shall be directed to The School District of Greenville County Procurement Department, 2 Space Drive, Taylors, South Carolina 29687, (864) 355-1279. Rev. 6 16.