



Solicitation Type:	Request for Quotes (RFQ)
Solicitation Number	2526-49MJ
Date Issued	6/16/2026
Procurement Specialist	B. Maurice Jackson, CPPB
Phone	(843) 488-6929
E-Mail Address	<a href="mailto:mjackson@horrycountyschools.net">mjackson@horrycountyschools.net</a>
Address	HCS, Procurement Office
Mailing:	Physical:
PO Box 260005	335 Four Mile Road
Conway, SC 29528	Conway, SC 29526

**Description:** Rebid Literacy Management Software Program License (COTS)

**SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL (preferred):** [www.bidnetdirect.com/horrycountyschools](http://www.bidnetdirect.com/horrycountyschools)

**SUBMIT OFFER BY** (Opening Date/Time): 6/23/2026 / 2:00 p.m. (EST)

**ALL QUOTES MUST INCLUDE FREIGHT/SHIPPING.** FOB Destination, Freight Prepaid and included to:  
**Horry County Schools 335 Four Mile Rd. Conway, SC 29526**

Please quote your lowest delivered price of the below listed items. The Procurement Office reserves the right to reject any or all quotes and to waive any or all technicalities.

1. If an item cannot be furnished, indicate by **NO QUOTE**
2. All quotes must be signed by the Offeror's representative and terms noted, failure to comply with this instruction may result in disqualification of the quote.
3. No South Carolina sales tax will be paid on freight or labor.
4. Do not include any sales or use taxes in your price that the District may be required to pay.
5. The attached *Terms and Conditions* apply to all quotes and supersede Vendor's Terms and Conditions.
6. Offers may be submitted to the Procurement Specialist via upload to url [www.bidnetdirect.com/horrycountyschools](http://www.bidnetdirect.com/horrycountyschools) or email [mjackson@horrycountyschools.net](mailto:mjackson@horrycountyschools.net)

**BIDDING SCHEDULE**

Line Number	Quantity	Unit of Measure	Unit Price/Year	Extended Price For 1 Year
1.	54	EACH	\$	\$
<b>Item Description:</b> 12 Month (1 Year) Subscription License Agreement Literacy Management Software Program per school/license as per the specifications herein. (54 Schools)				

Line Number	Quantity	Unit of Measure	Unit Price/Year	Extended Price
2.	54	EACH	\$	\$
<b>Item Description:</b> One-time Implementation Fee per each School. (54 Schools)				

**Total \$** \_\_\_\_\_

**INFORMATION FOR OFFERORS TO SUBMIT**

By signing this quote, offeror certifies under penalties of perjury that they have complied with section 12-54-120(B) of the S.C. code of Laws 1976 as amended pertaining to payment of taxes.

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Federal Taxpayer ID /SSN: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SC Minority Certification Number (if applicable) \_\_\_\_\_

Vendor's Best Delivery/Completion Date \_\_\_\_ Days ARO  
 (after receipt of purchase order)

Vendor's Discount Terms: \_\_\_\_% \_\_\_\_ Days

Do you collect SC Sales Tax?  Yes  No SC Tax Registration # (if applicable) \_\_\_\_\_

**ACKNOWLEDGMENT OF AMENDMENTS**

Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision

Amend #	Amend. Issue Date	Amend. #	Amen Issue D

**PREFERENCES DO NOT APPLY**

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**CONFLICTS OF INTEREST IDENTIFICATION:** Identify any employee, agent or representative of the Architect/Engineer or District (including members of the County Board of Education) with more than a five percent (5%) interest in the Contractor's business.  Not applicable

**SOURCE OF FUNDS:**  Federal Source  Other Sources (non-federal)

**NOTICE:** This procurement is being conducted under the small purchase procedures for "commercially available off-the-shelf products" (COTS) within the authority of Section 11-35-1550(2)(c) of the South Carolina Code of Laws.

**ACQUIRE SERVICES:** The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

**SCOPE OF WORK/SPECIFICATIONS:**

1. **GENERAL:** The purpose of this solicitation is to acquire a commercially available off-the-shelf (COTS) literacy management software platform to support the Superintendent's Reading Challenge for Horry County Schools (the "District"). The Contractor shall provide all equipment, software, labor, materials, training, and services necessary to deliver a fully functional solution in accordance with the requirements set forth herein. Unless otherwise indicated, all requirements set forth in this section are mandatory.
  
2. **FUNCTIONAL:** The Contractor shall provide a literacy management platform that:
  - Tracks student reading activity based on **pages read**
  - Provides real-time progress monitoring at the:
    - A. Student level
    - B. Classroom level
    - C. School level
    - D. District level
  - Supports configurable reading challenges, goals, and participation tracking.
  - Provides reporting and analytics capabilities sufficient to support instructional decision-making.
  - Includes engagement tools or incentives to promote student participation.
  - The platform shall include a collection of customizable templates to support reading logs, classroom activities, district-wide challenges, and communication materials.

- The platform shall provide Lexile-level insights, or equivalent reading-level analytics, to support differentiated instruction and monitor student reading proficiency.
  - The platform shall include a catalog of engagement resources, such as pre-built reading challenges, campaigns, or fundraising-style initiatives designed to promote student participation.
  - The platform shall include a classroom library management toolkit that enables educators to organize, track, and manage classroom book collections and align them with student reading activities.
- 3. STUDENT SAFETY REQUIREMENTS:** The Contractor shall ensure that the platform:
- Does **not** include any peer-to-peer messaging, chat, or direct communication features between students.
  - Provides a secure, controlled environment appropriate for K–12 educational use.
  - Includes appropriate safeguards to prevent unauthorized use or interaction.
- 4. TECHNICAL REQUIREMENTS:** The Contractor shall provide a solution that:
- Is accessible via standard web browsers on desktop and mobile devices, including iOS and Android platforms.
  - Does not require installation of a native application unless approved in writing by the District.
  - Integrates with the District’s existing systems, including:
    - ClassLink (Single Sign-On).
    - Supports secure authentication mechanisms (e.g., SAML, OAuth, or equivalent).
    - The platform shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards.
- 5. DATA PRIVACY AND SECURITY REQUIREMENTS:** All requirements in this section are mandatory unless otherwise noted. The Contractor shall:
- Comply with all applicable federal, state, and local laws and regulations, including but not limited to:
    - A. Family Educational Rights and Privacy Act (FERPA)
    - B. Children’s Online Privacy Protection Act (COPPA)
  - Maintain the confidentiality, integrity, and availability of all District data (For purposes of this solicitation, “District Data” includes all student, staff, and system data.
  - Ensure that all District data is stored, processed, and transmitted within the continental United States.
  - Use District data solely for the purpose of performing under the resulting contract.
  - Prohibit the sale, sharing, or disclosure of District data to third parties except as required to perform contract obligations.
  - Student data shall be collected and used only as necessary to provide the contracted educational services.
  - Student data shall not be sold, monetized, or used for commercial purposes.
  - The solution shall not display advertisements to students.
  - The vendor shall not permit behavioral tracking of students for targeted advertising purposes.
  - Student data shall not be shared with third parties for marketing or advertising purposes.
  - The vendor shall maintain appropriate safeguards to protect the privacy and security of student data.
  - All data, including student data and metadata, remains the sole property of the District.
  - Upon request or termination of the contract, the vendor shall provide a complete export of all District data in a usable format and certify deletion of retained data.
- 6. ARTIFICIAL INTELLIGENCE (AI) FUNCTIONALITY:** If AI functionality is provided, the platform may include controlled, non-peer-based AI-assisted interactions such as book discussion prompts or guided “book talk” experiences.
- Ensure that all AI-generated content is appropriate for K–12 students.
  - Not use District data, student data, or user-generated content to train or improve any external or public AI models without prior written consent of the District.
  - Provide safeguards, including content moderation controls, to prevent inappropriate outputs.
  - Allow the District to disable or restrict AI functionality at its discretion.

- The platform may include controlled AI-assisted features such as guided “book talks” or reading discussion prompts, provided that such features:
  - A. Not enable student-to-student communication.
  - B. Operate within a moderated, closed-response or prompt-based environment.
  - C. Be fully configurable or disable-able by the District.

**7. SERVICE LEVEL REQUIREMENTS:** The Contractor shall:

- Maintain a minimum system uptime of **99.5%**, excluding scheduled maintenance.
- Provide at least forty-eight (48) hours advance notice of scheduled maintenance.
- Provide support services that include:
  - A. Response within four (4) hours for critical system outages.
  - B. Response within one (1) business day for non-critical issues.
- Take all reasonable steps to restore service promptly in the event of system disruption.
- Provide a documented support model, including escalation procedures.

**8. SYSTEM INTEGRATION:** The Contractor shall:

- Integrate the platform with the District's identity management system, including ClassLink.
- Provide:
  - A. Single Sign-On (SSO) capability.
  - B. Secure authentication protocols.
  - C. Rostering functionality, where applicable.
- Support integration or tandem connection with external systems and community literacy partners, including the Horry County Public Library, as approved by the District.
- Coordinate with District staff to ensure successful integration prior to system deployment.

**9. IMPLEMENTATION AND TRAINING:** The Contractor shall:

- Provide full implementation services, including system configuration and deployment.
- Coordinate implementation activities with District personnel.
- Provide training for District staff and administrators.
- Provide dedicated onboarding support through an assigned implementation consultant or equivalent resource to guide the District through system setup, configuration, and initial deployment.
- Provide user support resources, including:
  - A. Training materials.
  - B. A robust, continuously maintained knowledge base that includes:
    1. Step-by-step guides.
    2. Training videos.
    3. Searchable help articles.
    4. Role-based support content for teachers, administrators, and staff.
- The knowledge base must be available 24/7 to support end users and ensure successful system adoption.
- The Contractor shall ensure that the system is fully operational by the District's required implementation date of August 19<sup>th</sup>, 2026.
- Vendor shall provide training for Staff during August professional development (**August 14, 2026**) so that HCS can launch the Superintendent's Reading Challenge at the start of the new school year.

**10. DELIVERABLES:** At a minimum, the Contractor shall provide

- A fully operational literacy management platform.
- Configuration for all District schools included under the contract.

- Training services and materials.
- Ongoing technical support services.

**11. OTHER REQUIREMENTS:** The Contractor shall ensure that all components of the solution:

- Are commercial off-the-shelf (COTS) products.
- Are current, supported versions of software products.
- Meet all applicable industry standards for performance and security.

**12. REPORTING AND ANALYTICS REQUIREMENTS:** All requirements in this section are mandatory unless otherwise noted. The platform shall provide robust reporting and analytics capabilities, including:

A. Required Dashboards

- District-level dashboard
- School-level dashboard
- Grade-level dashboard
- Classroom-level dashboard
- Student-level dashboard
- Insights dashboard
- Leaderboard functionality

B. Export Capabilities

- Data export formats must include, at a minimum: CSV and Excel.

C. Historical Reporting

1. District-level reporting, including:

- Reading Challenge participation by school
- Earned badge student participation
- Grade-level participation by school
- Earned badges by school

2. School-level reporting, including:

- Individual student participation
- Earned badges
- Logged books
- Participation by grade
- Challenge participation
- Participation by teacher
- Lexile insights or equivalent reading-level analytics

D. Visualization

1. Visual dashboards displaying:

- Participation trends
- Top books
- Badges earned
- Reading activity metrics

*Failure to meet any mandatory requirement may result in rejection of the Offer as non-responsive.*

**DELIVERY / PERFORMANCE LOCATION - SPECIFIED:** After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

Horry County School District  
 Library Media Programs  
 335 Four Mile Road  
 Conway, SC 29526

**QUALIFICATIONS -- MANDATORY MINIMUM (JAN 2006):**In order to be qualified to receive award, you must meet the following mandatory minimum qualifications:

- Proven experience providing literacy or educational software solutions in K–12 environments
- Evidence of successful deployment in public school districts
- References from K–12 school districts of similar size and scope
- Demonstrated experience with FERPA- and COPPA-compliant student data systems

**PRIVACY -- WEB SERVICES (JAN 2006):** You agree that any information acquired by you about individuals or businesses that is available to you as a result of your performance of this contract shall not be retained beyond the end of the term of the contract without the express written consent of government. Such information shall never be sold, traded, or released to another entity, including affiliates, and shall not be used for any purpose other than performing this contract. Upon request, contractor shall provide written confirmation of compliance with this clause. [07-7B195-1]

## **GENERAL CONDITIONS**

**DEFAULT:** In case of default by the Contractor, Horry County Schools reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Contractor until the assessed charge has been satisfied.

All amendments to and interpretation of this RFQ shall be in writing. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

Any contract entered into by Horry County Schools resulting from this quotation shall be subject to cancellation at the end of any fiscal or appropriated year unless otherwise provided by law.

Payment will be made in accordance with Section 11-35-45 of the South Carolina Consolidated Procurement Code and Disbursement Regulations. Delay in receiving invoices, as well as errors and omissions on the invoices, will be considered just cause for withholding payment without losing discount privileges. The District reserves the right to withhold payment or make such deductions as may be necessary to protect the District from loss or damage because of defective work, claims, damages or to pay for repair of correction of materials furnished hereunder.

Quoted prices must remain firm for a period of thirty (30) days beyond the Request for Quote deadline.

Unit prices will govern extended prices unless otherwise stated.

Horry County Schools shall not consider payment discounts in the award of this contract when such discounts are for thirty (30) days or more after final inspection and acceptance of contract requirements. Payment discounts for less than thirty days are encouraged but shall not be a factor in award determination. Please state your discount terms using the above referenced information as the District's position on the matter.

All materials and products offered must be guaranteed to meet and comply with the requirements of all the specifications, terms and conditions indicated or referred to.

The award will be made in accordance with Section 11-35-1550 (b) of the South Carolina Consolidated Procurement Code.

The District reserves the right to reject any and all quotations and to cancel the solicitation; waive any and all technicalities; the District reserves the right to reject any quotation in which the delivery time indicated to be of substantial length to cause disruption and/or delay in operation for which the item(s) is/are intended; ambiguous quotations which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected.

The contractor assumes sole responsibility and shall hold harmless Horry County Schools, its Board of Education, employees and agents from and against any and all claims, actions or liabilities of any nature which may be asserted against them by third parties in connection with the performance of the successful Contractor, its Board, employees and agents under this agreement. Horry County Schools agrees to accept responsibility for claims, actions or liabilities resulting from negligent acts of its employees occurring within the scope of their employment which may be asserted against them by third parties in connection with the performance of Horry County Schools, its Board, employees and agents under this agreement.

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner to state or imply that the products or service provided are endorsed or preferred by the user.

Upon award of a contract under this quotation, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may be exempt or exclude the successful Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed quote, the Contractor agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

**AWARD CRITERIA – BIDS:** Award will be made to the lowest responsible and responsive offeror whose quote meets or exceeds all who meet or exceed all the requirements of set forth in this solicitation.

**AWARD BY LOT:** Award will be made by complete lot(s).

**AWARD TO ONE OFFEROR:** Award will be made to one Offeror.

**DEADLINE FOR SUBMISSION OF OFFER:** Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening.

**ON-LINE BIDDING INSTRUCTIONS:** (a) Mandatory Registration. You must register before you can submit an offer online! See clause entitled "VENDOR REGISTRATION MANDATORY." (b) Steps for On-Line Bidding 1. The link provided on the solicitation's Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer. 2. Once registered and signed into the system, choose the solicitation you wish to submit an offer. The system will provide the necessary steps to obtain the required information from you. 3. Only offers with an email status of "Vendor Bid File Submittal" have been received by the District. Offers with a status of "saved" have not been received. If you have trouble entering your offer, call the Bid Net at 800-835-4603 or [support@bidnet.com](mailto:support@bidnet.com). The Procurement Office is not able to assist you in entering your offer. It is STRONGLY recommended that you enter your bid online well before the bid opening date and time.

ON-LINE AT THE FOLLOWING URL: [www.bidnetdirect.com//horrycountyschools](http://www.bidnetdirect.com//horrycountyschools)

**NO INDEMNITY OR DEFENSE (JAN 2006):** Any term or condition is void to the extent it requires HCS to indemnify, defend, or pay attorney's fees to anyone for any reason. [

**OPEN TRADE REPRESENTATION:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023):**(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default.

**PURCHASE ORDERS: CONTRACTOR SHALL NOT PERFORM ANY WORK PRIOR TO THE RECEIPT OF A PURCHASE ORDER FROM HORRY COUNTY SCHOOLS.** The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

**VENDOR REGISTRATION MANDATORY:** The District has implemented an online, electronic bidding system to receive bids and proposals from prospective offerors. In order to submit offers in response to posted solicitations, prospective must be registered through this electronic system. Registration can be completed through the following link [www.bidnetdirect.com//horrycountyschools](http://www.bidnetdirect.com//horrycountyschools). Once registered, suppliers must keep their information current.

**VENDOR REGISTRATION ADDITIONAL-AWARDED VENDOR:** The District requires the awarded vendor to complete the following forms in order to begin working with the District. The vendor application form can be found here: [Vendor Application](#)

## **SPECIAL CONDITIONS**

**IMPORTANT– Please Note - Contractors, we MUST have your Federal ID # (company) or Social Security # (individual) before processing any invoices for payment. Failure to provide this information will result in delay of payments until this information is received. Please include this information with your quote.**

**CONTRACTORS OBLIGATION – GENERAL:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor

will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**CONTRACTOR PERSONNEL - OBLIGATION:** Contractors are responsible for the conduct of their employees, representatives, and agents and for their subcontractors' and sub-subcontractors' employees, representative and agents. Suppliers are considered contractors, subcontractors, or sub-subcontractors when the performance of their work (including deliveries) is conducted on District property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms, or other weapons on District property.
2. No fraternizing with, threats to, use of abusive or profane language or improper attire or actions while on District property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on District property.
4. Secure SLED (State Law Enforcement Division) criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on District property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on District property. SLED background checks shall be maintained on file at the main office of the Contractor and made available to District personnel or the District's legal counsel immediately upon request.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended.
6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the District regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on District property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture, and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply with them. These are mandatory conditions for doing business (whether directly or indirectly) with Horry County Schools. The District, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub-subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

**DRUG FREE WORKPLACE CERTIFICATION:** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

**TOBACCO FREE ENVIRONMENT CERTIFICATION:** The District provides a smoke and tobacco free environment for its staff, students, and visitors. No tobacco products are allowed in any building or on the grounds of any District building. By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the smoke and tobacco free environment.

**EQUAL EMPLOYMENT OPPORTUNITY:** Contractor is referred to and shall comply with all applicable provisions, if any, of with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

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

**ILLEGAL IMMIGRATION:** (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a

felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14

**INFORMATION SECURITY – DEFINITIONS (FEB 2015):** The following definitions are used in those clauses that cross reference this clause: **Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**District information** means information (i) provided to Contractor by, or generated by Contractor for Horry County Schools, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, District information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. District information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the District has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the District Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the District, the Contractor, or any subcontractors at any tier.

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

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the District or a third party pursuant to or as a result of this contract, including without limitation, cloud services, software-as-a-service, and hosted computer services. [07-7B104-1]

**INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS:** (a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

**Safeguarding** means measures or controls that are prescribed to protect information.

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the District information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) *Safeguarding requirements and procedures.* Contractor shall apply the following basic safeguarding requirements to protect District information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process District information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. District information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain District information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit District information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect District information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process District information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer District information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to District information.

(e) *Other contractual requirements regarding the safeguarding of information.* This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

**INFORMATION SECURITY – LOCATION OF DATA (FEB 2015):** Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing District information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [

**LICENSES, PERMITS, INSURANCE:** All costs for required licenses, permits and insurance shall be borne by the Contractor. Horry County Schools requires all contractual activities to be performed in a manner that is consistent with all applicable federal, state and local laws, regulations, rules, rulings and ordinances.

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

**OFFSHORE CONTRACTING PROHIBITED:** No part of the resulting contract from this solicitation may be performed offshore of the United States by persons located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

**SCHOOLS - HORRY COUNTY OFFICE OF PROCUREMENT SERVICES CLOSINGS:** *If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at Horry County Schools Office of Procurement as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If Horry County School district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information is available online at:*

<https://www.horrycountyschools.net/Page/683>

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

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

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration and withholding tax questions should be directed to the South Carolina Department of Revenue at 1-844-898-8542. Additional contact information can be found by visiting the Department's website at dor.sc.gov

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: [SC Department of Revenue](#)

**OFFEROR TERMS AND CONDITIONS AND/OR SOFTWARE LICENSING AGREEMENT:**

If required by you, you must provide a copy of all terms and conditions and/or agreements necessary to purchase any of the products/services included in your quote. It is expected that the District will work in good faith in reaching a mutually acceptable agreement when applicable. There are certain terms and conditions, however, that are unacceptable to the District and must not be included in the offeror's submission:

- Choice of law provisions applying the laws of any state other than the State of South Carolina [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses requiring the District to indemnify, defend, or hold harmless the Offeror or any other party [Reference S.C. Code of Laws Section 11-35-2050].
- Clauses that require binding arbitration of disputes.
- Confidentiality requirements that conflict with disclosure requirements under South Carolina law, including under the S.C. Freedom of Information Act [Reference S.C. Code of Laws, Title 30, Chapter4].

**SUBCONTRACTOR DISCLOSURE:** Will any portion of the work be performed by a SUBCONTRACTOR:  YES  NO

**SUBCONTRACTOR – IDENTIFICATION:**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either (1) exceeds 10% of your cost, (2) involves access to any "government information", as defined in the clause entitled "Information Security – Definitions," if included, or (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the University may evaluate your proposed subcontractors.

**FEDERALLY FUNDED PURCHASE ORDERS**

In cases where a purchase is funded wholly or partially with federal funds, the Contractor will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines:

[https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl)

[Access the Federal Acquisition Regulation](#)

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

**1. FEDERAL REQUIREMENTS ON ALL PURCHASES**

- 1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- 1.2. Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
- 1.3. Copeland Anti-kickback Act (for construction and repair) 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- 1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- 1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- 1.6. Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
- 1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
- 1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3 17.9 Filing of Patent Applications – Classified Subject Matter FAR 52.227-10

- 1.9. Patents Rights – Ownership by Contractor and Government FAR 52.227-11 and 52.227.13
- 1.10. Rights in Data – General FAR 52.227-14
- 1.11. Authorization and Consent Patents and Copyrights 52.227-1
- 1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- 1.13. Buy American Act – Supplies FAR 52.225-3
- 1.14. Government Property FAR 52.245-5
- 1.15. Notice of Radioactive Materials FAR 52.223-7
- 1.16. Privacy Act FAR 52.224-2

**2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500**

- 2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13
- 2.2. McNamara –O'Hara Service Contracts Act 41 U.S.C. 351 et seq.

**3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000**

- 3.1. Prohibition of Segregated Facilities FAR 52.222-21
- 3.2. Equal Opportunity FAR 52.222-26
- 3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36
- 3.4. Walsh-Healy Public Contracts Act FAR 52.222.20

**4. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000**

- 4.1. Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
- 4.2. Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
- 4.3. Debarment and Suspension FAR 52.209-6

**5. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000**

- 5.1. Anti-kickback procedures FAR 52.203-7
- 5.2. Restrictions on Subcontractor Sales to the Government FAR 52-203.6
- 5.3. Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
- 5.4. Integrity of Unit Prices FAR 52.215-14
- 5.5. Contract Work Hours and Safety Standards Act FAR 522.222-4
- 5.6. Clean Air and Water FAR 52.223-2
- 5.7. Clean Air Act (42 U.S.C. 7401 et seq.)
- 5.8. Federal Water Pollution Control Act 33 U.S.C. 1251, et seq.
- 5.9. Drug-Free Workplace FAR 52.223-6
- 5.10. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 5.11. Utilization of Small Business Concerns FAR 52.219-8
- 5.12. Preference for US Flag Carriers FAR 52.247-63
- 5.13. Toxic Chemical Release Reporting 52.223-14

**6. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000**

- 6.1. Cost Accounting Standards – Educational Institutions FAR 52.230-5
- 6.2. Administration of Cost Accounting Standards FAR 52.230-6

**7. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$550,000**

- 7.1. Price Reduction for Defective Cost or Pricing Data FAR 52.215-10
- 7.2. Subcontractor Cost or Pricing Data FAR 52.215-12
- 7.3. Subcontractor Cost or Pricing Data – Modifications FAR 52.215-13

**8. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000**

- 8.1. Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
- 8.2. Liquidated Damages – Subcontracting Plan FAR 52.219-16

**9. AFFIRMATIVE ACTION**

The Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in

both English and Spanish to all persons concerned within his company, and to discuss with TTUS the policies and practices relating to the Contractor's Affirmative Action program.

**10. FEDERAL EQUAL OPPORTUNITY**

The Contractor and any Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.