

	Richland County School District One RE BID Firm Fixed Price INVITATION TO BID	Solicitation Number Date Issued Buyer Phone E-Mail Address	88-05-0580 June 28, 2005 Carol R. Lee (803) 231-7029 clee@richlandone.org
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DESCRIPTION: "Provide Firm Fixed Price for Psychological Educational Services for the Initial Period of One (1) year with the Option to Extend Four (4) Additional Years

The Term "Offer" Means Your "Bid" or "Proposal".

SUBMIT OFFER BY (Opening Date/Time): July 6, 2005 at 2:00 p.m. **(OPEN RESPONSE DATE)**

NUMBER OF COPIES TO BE SUBMITTED: one (1) copy

QUESTIONS MUST BE RECEIVED BY: n/a

SUBMIT YOUR SEALED OFFER TO THE FOLLOWING ADDRESS:

Procurement Services 201 Park Street Room 209 Columbia, S. C. 29201
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See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	This solicitation, any amendments and award, will be posted at the following web address: www.richlandone.org
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>	OFFEROR'S TYPE OF ENTITY: (Choose one) <input type="checkbox"/> Small (15 employees of less) <input type="checkbox"/> Women <input type="checkbox"/> Minority <input type="checkbox"/> Other _____ (See provision entitled "Signing Your Offer".)
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>	
TITLE <small>(Business title of person signing above)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>	
DATE	

Instructions regarding Offerors Name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror or above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

OFFEROR OFFICE ADDRESS		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION <small>(If Offeror is a corporation, identify the State of Incorporation.)</small>		
TAXPAYER IDENTIFICATION NO. <small>(See provision entitled Taxpayer Identification Number)</small>		

TABLE OF CONTENTS

- I. **Scope of Solicitation**
- II. **Instructions to Offerors**
 - A. **General Instructions** *Standardized set of Bidding Instructions*
 - B. **Special Instructions** *Instructions special to this solicitation*
- III. **Scope of Work / Specifications**
May be blank if Bidding Schedule / Cost Proposal attached
- IV. **Information for Offerors to Submit**
Offerors shall provide all information requested
- V. **Qualifications**
The offeror must demonstrate that he or she possesses the following qualifications
- VI. **Award Criteria**
- VII. **Terms and Conditions**
 - A. **Standard Solicitation Provisions**
 - B. **General Contract Clauses**
 - C. **Special**
- VIII. **Bidding Schedule**
- IX. **Attachments to Solicitation**
Bidder's Checklist

RICHLAND COUNTY SCHOOL DISTRICT ONE
INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR
THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

I. Scope of Solicitation

SCOPE OF BID FOR PSYCHOLOGICAL EDUCATIONAL SERVICES

It is the intent of Richland County School District One to solicit bids to provide psychological educational evaluation/testing, psycho educational screening re evaluations and consultation accordance with all requirements for the best plan for helping the individual and family in an assessment and treatment plan. Prior to approval to provide such services, these agencies will evaluate each candidate's application to determine what qualifications are met and to decide if any limitations should be placed on areas/individual served.

All approved and qualified providers will be placed on a provider list from which district will maintain. Being placed on the Qualified Provider List (QPL) does not provide a guarantee as to a specific number of services or payment amount for any provider. Failure of a qualified provider to receive business shall not be grounds for a contract controversy under Section 11-35-4230 of the S.C. Consolidated Procurement Code. The local office shall select from a list of providers identified for the district.

During the terms of the contract, the District may add additional providers to the approved qualified provider list upon receipt of documentation justifications as set forth herein.

II. Instructions to Offerors

A. General Instructions

AMENDMENTS TO SOLICITATION (AUG 2004) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.richlandone.org (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

AWARD NOTIFICATION (AUG 2004) Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the sixteenth day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (AUG 2004) By submitting the District a Bid or Proposal, You are offering to enter into a contract with Richland County School District One. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BOARD AS PROCUREMENT AGENT (AUG 2004) (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only District official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Officer acts on behalf of Richland County School District One pursuant to the Richland County School District One Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board is not a party to such contracts, unless and to the extent that the Board is a

RICHLAND COUNTY SCHOOL DISTRICT ONE

INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

using District One unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

DEADLINE FOR SUBMISSION OF OFFER (AUG 2004) Any offer received after the Procurement Officer 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 prior to the bid opening

DEFINITIONS (AUG 2004) Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Richland County Board of School Commissioners.
3. **Buyer** - means the Procurement Officer.
4. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
5. **Offer** - means the bid, or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."
6. **Offeror** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
7. **Procurement Officer** - means the person, or designee, identified as such on the Cover Page.
8. **You And Your** - means Offeror.
9. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
10. **District** - means Richland County School District One.
11. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
12. **Chief Procurement Officer** - means the Director of Purchasing.

DUTY TO INQUIRE (AUG 2004) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

OMIT TAXES FROM PRICE (AUG 2004) Do not include any taxes in your price that the District may be required to pay.

PROTESTS (AUG 2004) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within fifteen (15) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING (AUG 2004) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

RICHLAND COUNTY SCHOOL DISTRICT ONE

INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

QUESTIONS FROM OFFERORS (AUG 2004) (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

RESPONSIVENESS / IMPROPER OFFERS (AUG 2004) (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Proposals, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (AUG 2004) By submitting an Offer, You agree not to discuss this procurement activity in any way with any District employees, its agents or officials. All communications must be solely with the Procurement Officer. This restriction expires once a contract has been formed and may be lifted by express written permission from the Procurement Officer.

SIGNING YOUR OFFER (AUG 2004) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

RICHLAND COUNTY SCHOOL DISTRICT ONE

INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2004) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED",

(2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, it's officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (AUG 2004) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

BID ACCEPTANCE PERIOD (AUG 2004) In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (AUG 2004) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

REJECTION/CANCELLATION (AUG 2004) The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RICHLAND COUNTY SCHOOL DISTRICT ONE

INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

WITHDRAWAL OR CORRECTION OF OFFER (AUG 2004) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

ETHICS ACT (AUG 2004) By submitting an Offer, you certify that you are 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 public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of 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 Section 8-13-1150

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (AUG 2004)

- (a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
- (2) "Principals." For the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this

RICHLAND COUNTY SCHOOL DISTRICT ONE
INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR
THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

DRUG FREE WORK PLACE CERTIFICATION (AUG 2004) 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.

OFFICE CLOSING (AUG 2004) If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an amendment will be issued to reschedule the conference.

B. Special Instructions:

SPECIAL SOLICITATION PROVISIONS

Scope of Services

The purpose of this bid invitation is to provide a source or sources for Fixed Price Psychological Education Services for Richland County School District One.

Type of Contract

Fixed Price Bid – The purpose of fixed price bidding is to provide multiple sources of supply for specific goods or services based on a preset maximum price which the District will pay for such goods or services.

Pricing

The District will establish, prior to issuance of the fixed price bid, a maximum amount the District will pay for the goods or services desired.

A fixed price multi-term contract will be awarded by the District for the period indicated and in accordance with the provisions and conditions of this solicitation.

Bidding Instructions

Bid only as specified.

Evaluation – Award

RICHLAND COUNTY SCHOOL DISTRICT ONE
INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR
THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

Award(s) will be made to all responsive and responsible bidders to the District's request for fixed price bidding, and they will be placed on a Qualified Provider List.

Award will be made based on the following evaluation factors.

- (a) Resume' with education and experience
- (b) Proof of licensure
- (c) Fee acceptance statement
- (d) Area of expertise
- (c) References (three)

EVALUATION PROCEDURES

There will be a formal review of all proposals in response to this solicitation. The review shall be to determine if each proposal has been responsive to the requirement of the request for proposals and will assess the qualifications of each interviewer for the services specified.

The proposal shall be reviewed and evaluated on each of the following criteria:

1. Qualifications – the qualifications of the Contractor will be evaluated based on the information and response provided to address items of evaluation factors section. Persons specified as contacts for previous work performed and professional references will be contacted as needed.
2. Costs the cost for services to be paid by the District will be \$250.00 per psycho educational evaluation.

To satisfy the cost evaluation requirement, the fixed rate must include all related costs to provide successful completion of any assigned project. There will not be any additional billings other than the cost stated herein.

During the review process, the reviewing party/parties shall have the right to request from the Contractor any other information or evidence it deems necessary for evaluation of the proposal and relevant to any one or more of the aforementioned evaluation factors. The failure of a Contractor to promptly provide such requested information shall be sufficient grounds for determining the Contractor to be not responsive and for rejections of the proposal.

The District reserves the right to request any or all prospective Contractors to present oral presentation and interview prior to being placed on approved roster prior to assignment of any specific project. The District may refuse to assign any project to any Contractor who is placed on roster.

III. Scope of Work / Specifications

Scope of Work

The contractor shall provide the following service activities as appropriately determined by the individual needs of the client. While the following activities cover most general areas/activities, the Contractor shall state under limiting factors, those activities the Contractor will not be able to perform.

1. The Contractor shall conduct an individual client assessment to identify the problem(s) that the client is experiencing, and the needs of the client to be stipulated in a written report. A copy of the assessment shall be sent to the District's Coordinator.
2. The Contractor shall provide a professional opinion as to the psycho-educational status of the client.
3. The Contractor shall provide a professional opinion as to the ability of the client of function in an educational environment.
4. The Contractor and the District's Coordinator shall develop the District recommendations to help alleviate the identified problems.
5. The Contractor shall provide professional opinions upon psycho educational re evaluation of the client.

IV. Information for Offerors to Submit

Contractor shall provide a resume' including education and experience.

Contractor shall provide proof of licensure, certification or registration to practice by the Appropriate professional approving body (e.g., Board of Examiners in Psychology, State Department of Education, etc)

Fee Acceptance Statement

Three reference names

V. Qualifications

FEE SCHEDULE AND QUALIFICATIONS

Psychological Educational Testing/Evaluation

Purpose: To evaluate the client's mental status and therapeutic needs of students in the District.

Description: A face to face interaction between the psychologist and the client for the purpose of evaluating the client's intellectual, emotional and behavior status.

RICHLAND COUNTY SCHOOL DISTRICT ONE

INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

Evaluation may consist of diagnostic interview, interpretation and assessment. Testing may include measures of intellectual and cognitive abilities, neuropsychological status, attitudes, emotions, motivations and personality characteristics as well as utilization of other non-experimental methods of evaluations such as interviews, record reviews and mental status examinations.

Fee schedule:

\$250.00 per case for psycho educational evaluations

\$250.00 for 3 – 4 psycho educational screenings as assigned.

\$25.00 maximum for missed appointments with no advance notice.

The fixed price rate must include all related cost to provide the services. There will not be any additional billings other than per case cost stated herein.

Qualifications:

Master's degree or Doctorate level Psychologist in School Psychology and one year of relevant experience.

Certified by South Carolina State Department of Education as Level I, Level II or Level III School Psychologist.

Licensed by the South Carolina Board of Examiners in Psychology or other comparable licensing body only if providing services in another state.

No substantial history of child abuse or neglect.

No criminal convictions for Offenses Against a Person, Morality and Decency, Contributing to the Delinquency of a Minor, Criminal Domestic Violence, Assault and Battery on a victim less than seventeen years of age or felony drug related offenses.

VI. Award Criteria

Evaluation/Award

Awards(s) will be made to all responsive and responsible bidders to the District's request for fixed price bidding, and they will be placed on a Qualified Provider List (QPL).

RICHLAND COUNTY SCHOOL DISTRICT ONE
INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR
THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

VII. Terms and Conditions
A. Standard Solicitation Provisions

INSTRUCTIONS TO BIDDERS When specifications or descriptive literature are submitted with your invitation for bid, enter bidder's name thereon. Do not include more than one bid invitation per envelope. If directing any other correspondence address the envelope to the Procurement Officer, but do not include the bid number on this envelope since it does not include your bid. By submission of a bid, you are guaranteeing that all goods and/or services meet the requirements of the bid during the contract period. Upon submission of a bid the Procurement Officer will compute a 6% sales/use tax when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission Sales and Use Tax Regulation 117-174-.95.

UNIT PRICE GOVERNING Unit prices will govern over extended prices unless otherwise stated in bid invitation.

BIDDERS QUALIFICATION Bidders must, upon request of the District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Richland County School District One reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

RISK OF LOSS The contractor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

AWARD CRITERIA The award shall be made to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the invitation for bid.

REJECTION The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

ORDER OF PRECEDENCE In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

CORRECTION OF ERRORS ON THIS BID FORM All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

INDEMNIFICATION Richland County School District One, 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 furnished 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 in descriptive literature or specifications submitted with the contractor's proposal.

RECORDS RETENTION & RIGHT TO AUDIT Richland County School District One has the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract.

The District may conduct, or have conducted, performance audits of the contractor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

RICHLAND COUNTY SCHOOL DISTRICT ONE

INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

Pertaining to all audits, contractor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to the District.

DISCUSSION WITH BIDDERS Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

B. General Clauses

CONTRACT ADMINISTRATION Questions or problems arising after award of this contract shall be directed to the Procurement Officer at 201 Park Street, Columbia, South Carolina 29201.

FORCE MAJEURE The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

SAVE HARMLESS (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the District and its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the District if such patent; trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the District.

PUBLICITY RELEASES Contractor 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 user.

QUALITY OF PRODUCT (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Richland County School District One Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

SOUTH CAROLINA GOVERNING LAW CLAUSE The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United State's Constitution. As used in this paragraph, the term "agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

RICHLAND COUNTY SCHOOL DISTRICT ONE

INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

TERMINATION Subject to the conditions below, the contract may be terminated for any reason by the District providing a 30 day advance notice in writing is given to the contractor.

NON-APPROPRIATIONS Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT In case of default by the contractor, the District 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 bidder until the assessed charge has been satisfied.

ASSIGNMENT No contract or its provisions may be assigned, sublet, or transferred without the written consent of Richland County School District One.

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

ITEM SUBSTITUTION (This clause does not apply to solicitations for service requirements). No substitutes will be allowed on purchase orders received from the District without permission from the Procurement Officer.

RESTRICTIONS/LIMITATIONS No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other contract awarded prior to this contract.

PURCHASES FROM OTHER SOURCES Richland County School District One reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract (the above does not apply to solicitations for service requirements). (The following portion applies only to Statewide term contracts) otherwise, it is mandatory that all governmental bodies procure their requirements for the goods and services during its term, provided however that section 9 of the provisions to the Appropriations Act requires that, "...if a governmental body is offered goods and services at a price that is at least ten percent less than the term contract price for the same goods or services, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. If the vendor holding the term contract meets the lower price, then the governmental body must purchase from the contract vendor..."

CONTRACT AMENDMENTS, MODIFICATIONS & CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and approved by the Procurement Officer responsible for this solicitation and the contractor. All questions, problems or changes arising after award of this contract shall be directed to the Procurement Officer responsible for this solicitation, at 201 Park Street, Columbia, S. C. 29201

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT The District requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the District will be required to document compliance and to

RICHLAND COUNTY SCHOOL DISTRICT ONE
INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR
THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PAYMENT FOR GOODS & SERVICES Payment for goods and services received by the District shall be processed in accordance with the Richland County School District One Procurement Code.

C. Special Contract clauses special to this solicitation

Bidding Condition of Price

Bid price or the fee schedule for psychological educational testing/evaluations is fixed as outlined herein except the District shall be advised of, and receive the benefit of, any price decrease. If the bidder's fee is less than the fee schedule in the bid, the bidder's fee will apply. If the bidder's fee is higher than the fee schedule in the bid, the bidder must provide a statement to accept the fees outlined in the bid.

Insurance requirements :

The successful contractor (s) shall carry malpractice insurance with minimum general liability limits of \$500,000.00 per occurrence, to insure or protect itself and its personnel from claims arising out of any work undertaken under this contract.

PROFESSIONAL LIABILITY AND MEDICAL MALPRACTICE..... \$500,000.00

Term – Option to Extend:

Initial Contract Period: From date of the award for one (1) year period.

This contract will be automatically extend on each anniversary date unless either party elects otherwise as allowed in the contract. The extensions may be less than, but will not exceed four (4) additional one year periods. If the contractor elects not to extend on the anniversary date, under the same conditions set forth under the original bid, the contractor must notify Richland County School District One's Procurement Director of Procurement Services of his/her intentions at least 90 days prior to the anniversary.

RICHLAND COUNTY SCHOOL DISTRICT ONE
INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR
THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

IX. Attachments to Solicitation

RICHLAND COUNTY SCHOOL DISTRICT ONE
INVITATION TO BID: PROVIDE FIRM FIXED PRICE PSYCHOLOGICAL EDUCATIONAL SERVICES FOR
THE INITIAL PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND FOUR (4) ADDITIONAL YEARS

OFFEROR'S CHECKLIST
AVOID COMMON MISTAKES
Web site: www.richlandone.org

Review this checklist prior to submitting your proposal
If you fail to follow this checklist, you risk having your proposal rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.

NOTE: This checklist is included only as a reminder to help Offerors avoid common mistakes
Responsiveness will be evaluated against the solicitation, ***not*** against this checklist.
You do not need to return this checklist with your response.