

# RIVERBANKS ZOO & GARDEN

Procurement Services  
400 Rivermont Drive, Columbia, SC 29210  
Phone: 803-602-0831

## REQUEST FOR PROPOSALS

BID NUMBER: P2023-01-01

DATE: 1/17/2023

OPENING DATE AND TIME: **February 10, 2023, at 10:00 AM**

OPENING LOCATION: Riverbanks Zoo & Garden  
Procurement Services  
400 Rivermont Drive  
Columbia, SC 29210

MAILING ADDRESS: Riverbanks Zoo & Garden  
Attn: Ray Brindle, Procurement Manager  
400 Rivermont Drive  
Columbia, SC 29210

PROCUREMENT FOR: **Term Contract for Work Order System**

**Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline will be immediately disqualified. The District assumes no responsibility for delivery of bids which are mailed.**

**Oral, telephonic, electronic or telegraphic bids are invalid and will not receive consideration.**

**IT IS REQUIRED THAT THE BID NUMBER BE SHOWN ON THE OUTSIDE OF ENVELOPE.**

**DIRECT ALL INQUIRES TO: Raymond Brindle, Procurement Manager, 803-602-0831,  
[rbrindle@riverbanks.org](mailto:rbrindle@riverbanks.org)**

## KEY EVENTS / DATES

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| 1. Advertisement / Posting Date    | January 17, 20223                 |
| 2. Deadline for Questions          | January 25, 2023, 5:00 PM (EST)   |
| 3. Proposals Due                   | February 10, 2023, 10:00 AM (EST) |
| 4. Anticipated Week for Interviews | February 20, 2023                 |
| 5. Anticipated Award Date          | February 27, 2023                 |
| 6. Start Date:                     | TBD                               |

NOTICE TO BIDDERS: Each bidder shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager. Richland-Lexington Riverbanks Park District DBA Riverbanks Zoo & Garden (hereinafter known as "the District") shall not be legally bound by any amendment or interpretation that is not in writing.

**Deadline for questions is January 25, 2023, at 5:00 pm. All questions must be submitted in writing.**

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## I. INTRODUCTION

### 1.1.00 PURPOSE OF RFP

#### **Procurement Objective**

The Richland-Lexington Riverbanks Park District (hereinafter known as the “District”) desires to enter into a five (5) year contract with an option to extend for five (5) additional one (1) year renewals with a qualified provider of software that will offer a work order submittal component. See Attachment B for further details and clarifications.

## II. ADMINISTRATIVE RULES FOR THE RFP

### 2.1.00 ***ADDITIONAL INFORMATION INQUIRIES***

All inquiries concerning this RFP should be directed to:

Raymond Brindle  
Procurement Manager  
Riverbanks Zoo and Garden  
400 Rivermont Drive  
Columbia, SC 29210  
(803) 602 0831

### 2.2.00 ***RECEIPT OF PROPOSALS***

Proposals are to be submitted no later than **February 10, 2023, by 10:00 A.M (EST.)** in the Riverbanks Zoo and Garden Procurement Division Office, 400 Rivermont Drive, Columbia, SC 29210, at which time Offerors to this request will be publicly identified. Due to the possibility of negotiation with any Offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal, terms and conditions will not be divulged at the time of opening.

*Any proposals received after the scheduled deadline, will be immediately disqualified. The District assumes no responsibility for delivery of proposals which are mailed.*

### 2.3.00 ***WITHDRAWAL OF PROPOSALS***

An Offeror may withdraw his proposal without prejudice to himself, not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Procurement Officer, 400 Rivermont Drive, Columbia, SC 29210. When received, said proposal surety, if applicable, will be returned to the Offeror unopened. Notification of withdrawal is the sole responsibility of the Offeror.

### 2.4.00 ***PREPARATION OF PROPOSALS***

Each Offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an Offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the Offeror be in doubt as to their meaning, Offeror shall at once request written clarification from the Procurement Officer. The person submitting the Proposal shall be responsible for its prompt delivery. Any interpretation or clarification of the proposal documents will be made in writing to all persons attending the Pre-Proposal Conference.

Before submitting a proposal, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful Offeror from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the District.

If the Offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signer's official capacity and authority shall be shown. If the Offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Offeror is doing business. In any case, the proposal shall show the current business address of the Offeror which is to be used for receiving communications from the District.

**2.5.00 DISQUALIFICATIONS OF OFFERORS**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an Offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.

**2.6.00 CORRECTIONS MADE BY OFFEROR**

Offerors are cautioned not to obliterate, erase, or strike over any *printed material* as set forth in this Request for Proposal. In quoting prices, wherever Offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.

**2.7.00 EVALUATION OF PROPOSALS**

In evaluating the proposals, the District reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the Offeror deemed to best serve the interests of the District; and adopt any part or all of a proposal if it is judged in the best interests of the District.

Each proposal will be evaluated on the content of the Offeror's proposal, i.e., the burden of information clarification and research rests solely on each Offeror's effort and will be considered a reflection of interest and efficiency.

During the review process, the review panel shall have the right to request from Offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an Offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the Offeror to be non-responsive and for rejection of the proposal.

The District reserves the right to contact an Offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the Offeror that is deemed appropriate and would assist in the evaluation.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

## **2.8.00** ***EVALUATION CRITERIA***

The District intends to award a contract resulting from this Request for Proposal to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. The District shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

An evaluation committee composed of District staff will evaluate all proposals in accordance with the criteria listed below. The District's team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed. In addition to evaluating written proposals, 30-minute oral interviews may be requested to allow for a formal presentation by the proposer.

The final selection will be the firm which, in the District's opinion, is the most responsive and responsible, and meets the District's requirements in providing work order software. Proposals will be evaluated based on the following criteria:

- Business Functionality
- Technical Approach - Provide a detailed outline of how services will be carried out, schedules, operational procedures, and any other offerings that add value to the contract.
- Timeline- Provide a Project Schedule
- Experience and Qualifications- Provide a detailed description of your experience and what qualifications you have for this project.
- Cost Proposal- Cost proposal must be submitted in a separate sealed envelope.

## **2.9.00** ***BASIS FOR AWARD***

An award resulting from this request shall be awarded to the responsive and responsible Offeror whose proposal is determined to be most advantageous to the District, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the District will be the sole judge as to whether an Offeror's proposal has or has not satisfactorily met the requirements of this RFP. Five (5) preference points will be given to in-state (South Carolina) and/or minority owned businesses.

An evaluation committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated Offeror(s) will be reviewed.

Based on the results of the preliminary evaluation, the highest rated Offeror(s) may be invited by the Procurement Officer to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the Offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified Offeror. At the time the proposed contract is negotiated, the Offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of the District. If a satisfactory proposed contract cannot be negotiated with the highest qualified Offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified Offeror and so on.

**2.10.00 ORAL PRESENTATIONS**

Each Offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the District. Such presentations provide an opportunity for the Offeror to clarify the proposal, to ensure mutual understanding, and will in no way change the Offeror's original proposal. Seven days' notice will be given and subsequent travel expense by the Offeror will be at the expense of the Offeror.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Procurement Officer require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which Offerors are capable of submitting to the District. Should proposals submitted require additional clarification and/or supplementary information, Offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

**2.11.00 CONTRACTING**

Upon award of the proposal, this document and the successful Offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the District and the successful Offeror after the proposal opening may also be incorporated into the contract.

**2.12.00 AMENDMENTS**

All amendments to and interpretations of this solicitation shall be in writing. The District shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the District in writing or in this RFP should be used in preparing Offeror responses. All contacts that an Offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the District and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

**2.13.00 DISTRICT RESPONSIBILITY TO PROPOSAL**

This Solicitation does not commit the District to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The District reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the District to do so. If the proposal fails to conform to the essential requirements of the RFP, the District alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

**2.14.00 TERMINOLOGY**

The terminology used, and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Offeror in these situations.

**2.15.00 PROHIBITION OF GRATUITIES**

Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220." Gratuities in any form are strictly prohibited.

**2.16.00 PROPRIETARY/CONFIDENTIAL INFORMATION**

Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however,

the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the Offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award of contract.

All Offerors must visibly mark as "Confidential" each part of their proposal which they consider containing proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under section 11-35-410 of the consolidated procurement code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information." The examples of such information provided in the statute are:

1. Customer lists
2. Design recommendations and identification of prospective problem areas under an RFP
3. Design concepts, including methods and procedures
4. Biographical data on key employees of the Offeror

Evaluative documents pre-decisional in nature such as inter- or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.

Marking your entire proposal confidential/proprietary is not in conformance with the South Carolina Freedom of Information Act.

#### **2.17.00 OWNERSHIP OF MATERIAL**

All proposals submitted in response to this document become the property of the District. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the District upon award of contract. Ownership of all data, material and documentation originated and prepared for the District pursuant to this contract shall belong exclusively to the District. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the Offeror. If Federal Express, UPS, or other shipping account number is not received with request, all excess copies will be shredded.

#### **2.18.00 DISCUSSIONS/NEGOTIATIONS**

By submission of a proposal, Offeror agrees that during the period following issuance of the RFP and prior to final award of contract, Offeror shall not discuss this procurement with any party except the Procurement Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Procurement Officer.

#### **2.19.00 MINIMUM QUALIFICATIONS**

The District reserves the right to determine whether Offerors have the minimum qualifications to perform a contract of this type. The determination by the District concerning Offeror qualifications shall be final.

#### **2.20.00 RIGHT TO PROTEST**

Any prospective proposer, Offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Officer within ten (10) calendar days of the date of issuance of the Invitation to Proposal, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposer, Offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the Procurement Officer within ten (10) calendar days of the notification of award.



### **III. CONTRACTUAL REQUIREMENTS**

#### **3.1.00 OFFEROR RESPONSIBILITY**

The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by the District. Each Offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

#### **3.2.00 AFFIRMATIVE ACTION**

The contractor 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.

#### **3.3.00 SC LAW CLAUSE**

Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful Offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, Richland County 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.

#### **3.4.00 COMPLIANCE WITH LAWS**

The contractor shall keep fully informed of all existing and future state and federal laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Procurement Officer, in writing. The contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the District, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

#### **3.5.00 INDEMNIFICATION**

The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the District, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

The District shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor, upon receipt of such notice, shall have the right at its election to defend any and all actions

or suits or join in the defense. Nothing herein shall be construed to prevent the District from defending their own interest.

**3.6.00**     ***EQUAL EMPLOYMENT OPPORTUNITY***

Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or be in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

**3.7.00**     ***SOUTH CAROLINA STATE AND LOCAL TAX LAW***

By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with Section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the District your compliance.

**3.8.00**     ***GOVERNING LAW***

Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Richland County

**3.9.00**     ***ATTORNEY FEES***

In the event that the District is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the District may seek attorney fees from contractor and contractor will pay to the District such attorney fees as the court may award. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

**3.10.00**    ***ASSIGNMENT AND MODIFICATION***

The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the District in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the District, such consent to be within the sole discretion of the District. Any change in majority ownership or operational control of contractor shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

No agreement to modify the formal contract shall be binding on the part of the District unless such modification is reduced to writing and executed by an authorized agent of the District.

**3.11.00**    ***SUBCONTRACTING***

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the District. The successful Offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the Offeror.

**3.12.00**    ***INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES***

Any contract for legal or consultant services entered into by the District shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the District under the contract must be refunded to the District along with a twelve (12) percent penalty.

**3.13.00 DRUG-FREE WORKPLACE**

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.

**3.14.00 PAYMENT TERMS**

Payment for services pursuant to a successful contract will be made within thirty (30) days of receipt of a detailed monthly invoice unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. Contractor shall provide complete cooperation during any such investigation. Invoice shall be for services rendered for the period of the first day of the month through the last day of the month.

**3.15.00 TERMINATION**

*For Cause:* In the event of material breach by contractor, the District shall be given written notice specifying the material breach. The District would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the District would be regarded by the District as a material breach. Upon receipt of such notice, if contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice the District shall have the right to terminate unilaterally and immediately services hereunder without further notice. The District reserves the right to purchase any and all services or other items thereafter in the open market, charging the contractor with any additional costs. Should such charge be assessed, no subsequent proposals or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the District shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of the District or scheduled for delivery to the District relating to performance hereunder shall become the property of the District. The District's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

*Termination for Convenience:* The District, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the District.

**3.16.00 ILLEGAL IMMIGRATION & PUBLIC CONTRACTS**

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-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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## IV. SPECIAL PROVISIONS

### 4.1.00 **CHANGES**

No services for which an additional cost or fee will be charged by the contractor will be furnished without the prior written authorization of the District.

### 4.2.00 **INSURANCE**

The amount and types of insurance required should commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards described below. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

<u>SCHEDULE</u>	<u>LIMIT</u>
<b><i>WORKERS' COMPENSATION</i></b> As required by the State of South Carolina.	Statutory
<b><i>COMPREHENSIVE GENERAL LIABILITY</i></b> Premises Operations Single Limit Contractual Liability Independent Contractors Personal Injury Products - Completed Operations	\$1,000,000 (per occurrence)

The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the District. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the District. The District, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers. To accomplish this objective, the District shall be named as an additional insured under the contractor's insurance as outlined above.

The contractor shall take out and maintain, during the life of this contract, the statutory Workers' Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

*Other Insurance:* This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.

Each insurance required by the District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein. All certificates and endorsements must be received and approved by the District within ten (10) days after notification of award.

The District, its officers and employees shall be named as an “additional insured” in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage the District may possess”.

**4.3.00 SOCIAL SECURITY**

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, Medicare, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other compensation paid to persons employed by the contractor or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state and federal officials; and said contractor also agrees to indemnify and save harmless the District from any such contributions of taxes or liability hereof.

**4.4.00 WORKERS' COMPENSATION COVERAGE**

The contractor shall comply with the State law known as the Workers' Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the District from claims under Workers' Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor or anyone directly or indirectly employed in the work.

**4.5.00 TERM OF CONTRACT**

The District is soliciting competitive proposals to establish a term contract for providing work order software for a five (5) year contract with an option to extend for five (5) additional one (1) year renewals.

**4.6.00 CONTRACT ADJUSTMENTS**

Should an extension or revision be requested, written requests for contract revisions may be submitted in writing to the District sixty (60) days prior to the end of the current contract period (initial contract period is defined as five years). These requests shall be forwarded by registered email. The District reserves the right to accept or decline any requested revision. Any requested revision shall be accompanied by supportive documentation. The District will accept or decline the requests for a contract revision, in written form, within thirty (30) days following the date of the request. No revision shall be effective until approved in writing by the Procurement Officer.

**V. PROPOSAL PRESENTATION**

**5.1.00 PROPOSAL SUBMISSION REQUIREMENTS**

The proposal shall be organized and submit with the following essentials:

1. Cover Page/Transmittal Letter
2. Table of Contents
3. Questionnaires
4. Cost Proposal (in a separate sealed envelope)
5. Attachments



## ATTACHMENT A: QUESTIONNAIRE

### A. Company and General Information

- Company name and address
- Transmittal letter signed by an individual authorized to bind the Offeror, stating that the Offeror has read and will comply with all terms and conditions of the RFP
- General information about the primary contact, including name, title, telephone number, and e-mail address

### B. Qualifications and Experience of the Firm

- Describe your firm's history and organizational structure, including firm size, location of offices, years in business, organizational chart, and name(s) of owner(s) and principal parties
- Identify partners, managers, and senior staff who will be assigned to work on this project, including resumes or summaries of their background.
- Comment on areas that make your software different from your competitors

### C. Scope of Services

- Describe the methodology and approach to be used in providing the work order software services. This should include a discussion of:
  - Use of specialized software
  - General approach
  - Identification of any anticipated issues

### D. Implementation Timeline

- Include all phases of the project from award to start up
- Noting the key dates above, provide a tentative work schedule and note key project milestones.

### E. References

- Provide the following information for at least three clients that are similar in size and scope to the District:
  - Name of Agency/Organization
  - Name and title of contact person
  - Telephone number and e-mail address of contact person
  - Brief description of the scope of services provided

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**ATTACHMENT B: DETAILS AND CLAIRIFICATIONS**

**Work Order System Features Must Include the Following:**

- 2 GB of monthly data transfer
- Asset Management Module
- At least 25 GB document/picture storage
- At least 500 MB of database storage
- Customizable requester portal
- Document Management Module
- Employee Management Module
- Inventory Module
- Preventative Maintenance Module
- Regular database backups and system updates
- Reporting Module
- Smartphone/tablet mobile access (Android and Apple)
- Sub-domain
- Unlimited number of requesters
- Unlimited number of users (i.e. Managers, Technicians)
- Work Order Module

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**ATTACHMENT C: REQUIREMENTS AND RECOMENDATIONS**

Category #	Specification	Required / Optional
<b>1. TECHNICAL</b>		
1.1	System must be a cloud-based solution.	Required
1.2	System licensing must allow for failover architecture between at least two server/data sites.	Required
1.3	System should work on the following browsers: Microsoft Edge & Google Chrome.	Required
1.4	All database backup files (database and log files) must be duplicated.	Required
1.5	Disaster recovery plan must be provided.	Required
1.6	System updates must be included in the pricing.	Required
1.7	Identify all strategic partners utilized to provide proposed services.	Required
1.8	Provide support during and after implementation (up until Customer Acceptance) and include a description of the cost model options and location for the support along with a list of the closest support staff.	Required
1.9	Provide conversion and implementation assistance including estimate for conversion services. This includes assisting in the cleansing and formatting of exported data as well as working with the business unit to extract any needed data from the existing system of record.	Required
1.10	Provide a maintenance contract that includes a service level agreement (SLA) and escalation policy.	Required
1.11	Must work on Apple and Android	Required
1.12	App Access	Required
1.13	24/7 System Support. A primary account representative must also be provided.	Recommended
1.14	The system update schedule and feature releases for the past three years must be provided.	Recommended
1.15	Must provide centralized management of service information, client machines, and data management. Clients must be updateable from the field through remote updating/synchronization.	Recommended
1.16	All reports must be exportable to Excel and PDF.	Recommended
1.17	General UI response time to user interaction must average less than one second per action (i.e. button clicks, check box marks, etc).	Recommended
1.18	Passwords require lockout after a set number of attempts and administrator definable requirements and reset process.	Recommended
1.19	Any e-mail functionality must interface with Microsoft Office 365.	Recommended
1.20	A technology strategy plan for the next 5 years must be provided.	Recommended

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**ATTACHMENT D: CERTIFICATE OF FAMILIARTY**

**SOLICITATION NUMBER: P2023-01-01**

**DATE: January 17, 2023**

**CERTIFICATE OF FAMILIARTY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the District, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

\_\_\_\_\_  
Company Name as registered  
with the IRS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number    Fax Number

\_\_\_\_\_  
Remittance Address

\_\_\_\_\_  
E-mail Address (PLEASE PRINT)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll-Free Number if available

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
SC Sales and Use Tax Number



**ATTACHMENT E: NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT**

STATE OF SOUTH CAROLINA  
RICHLAND-LEXINGTON RIVERBANKS PARK DISTRICT

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said offeror nor any of its officers, partners, owner agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit or cost element of the proposal price of any other offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2023

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

Commission Expires \_\_\_\_\_



**ATTACHMENT F: NO PROPOSAL FORM**

**"NO PROPOSAL" RESPONSE FORM**

To submit a *"No Proposal"* response for this project, this form must be completed for your company to remain on our proposers list for commodities/services referenced. If you do not respond your name may be removed from this proposers list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your *"No Proposal"* response --

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- There was insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us form your vendor list for this commodity/service.
- Other (specify below).

*Comments:*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**END OF REQUEST FOR PROPOSALS**