

RIVERBANKS ZOO & GARDEN

Procurement Services
400 Rivermont Drive, Columbia, SC 29210
Phone: 803-602-0831 Fax: 803-771-8722

**REQUEST FOR PROPOSALS
MEMBER ACQUISITION CAMPAIGN**

PROPOSAL NUMBER: SP2024-04-01

DATE: 04/18/2024

OPENING DATE AND TIME: **May 21, 2024, 10:00 AM (EST)**

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

MAILING ADDRESS: Riverbanks Zoo & Garden
Attn: Noelle Kelley
400 Rivermont Drive
Columbia, SC 29210

PROCUREMENT FOR: MEMBER ACQUISITION CAMPAIGN

Subject to the conditions, provisions and the enclosed specifications, sealed proposals will be received at this office until the stated date and time and then publicly opened. Any proposal received after the scheduled deadline will be non-responsive and immediately disqualified. The Society assumes no responsibility for delivery of proposals which are mailed. Oral, telephonic, electronic, or telegraphic proposals are invalid and will not receive consideration.

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

**DIRECT ALL INQUIRES TO: Noelle Kelley, Procurement Manager, 803-602-0831,
nkelley@riverbanks.org**

KEY EVENTS / DATES

- | | |
|----------------------------------------------------|-----------------------------|
| 1. Issuance ¹ of Request for Proposals: | April 18, 2024 |
| 2. Deadline for Questions: ² | April 26, 2024, 5:00 PM EST |
| 3. Proposals Due | May 21, 2024, 10:00 AM EST |
| 4. Anticipated Week of Selection | Week of May 27, 2024 |

¹ This document and any addenda will be issued exclusively via the Owner's web page in electronic format as amendments to the end of the document at <https://www.riverbanks.org/procurement/>.

² Questions will be answered by Addendum TO THIS DOCUMENT as posted on the Society web page at <https://www.riverbanks.org/procurement/>. Direct all questions in writing via e-mail to Noelle Kelley, Procurement Manager at nkelley@riverbanks.org. Please reference "Member Acquisition Campaign" in the subject line so your question can be identified promptly.

NOTICE TO OFFERORS: Each offeror shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. The failure or omission of a proposer to acquaint themselves 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. Riverbanks Society (hereinafter known as “the Society”) shall not be legally bound by any amendment or interpretation that is not in writing.

Deadline for questions is April 26, 2024, 5:00 PM (EST.) All questions must be submitted in writing.

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I. INTRODUCTION

1.1.00 **PURPOSE OF RFP**

Riverbanks Society (“the Society”) is seeking a full-service firm for our FY2025 and FY2026 multi-channel marketing direct response membership acquisition campaigns, comprising of two seasonal campaigns each year.

II. ADMINISTRATIVE RULES FOR THE RFP

2.1.00 **ADDITIONAL INFORMATION INQUIRIES**

2.1.01 All inquiries concerning this RFP should be directed to:
Noelle Kelley
Procurement Manager
Riverbanks Zoo and Garden
400 Rivermont Drive
Columbia, SC 29210
(803) 602-0831 Fax (803) 771-8722

2.2.00 **RECEIPT OF PROPOSALS**

2.2.01 Proposals are to be submitted no later than **May 21, 2024 by 10:00 A.M (EST.)** in the Riverbanks Zoo and Garden Procurement Division Office, 400 Rivermont Drive, Columbia, SC 29210, at which time respondents 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 Society assumes no responsibility for delivery of proposals which are mailed.

2.3.00 **WITHDRAWAL OF PROPOSALS**

2.3.01 An Offeror may withdraw his proposal without prejudice to himself no 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**

2.4.01 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 in an amendment posted on the Society web page.

2.4.02 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.

- 2.4.03** No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the Society.
- 2.4.04** 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 Society.
- 2.5.00** ***DISQUALIFICATIONS OF OFFERORS***
- 2.5.01** 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***
- 2.6.01** 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***
- 2.7.01** In evaluating the proposals, the Society 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 Society; and adopt any part or all of a proposal if it is judged in the best interests of the Society.
- 2.7.02** 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 offerors effort and will be considered a reflection of interest and efficiency.
- 2.7.03** 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.
- 2.7.04** The Society 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.
- 2.7.05** 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***
- 2.8.01** The Society 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 Society taking into consideration the evaluation factors set forth herein; however, the right

is specifically reserved to reject any and all proposals. The Society shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to the Society in meeting organization needs. The evaluation panel will make a recommendation to the Procurement Officer.

2.8.02 Proposals will be reviewed and evaluated by the review panel based upon the evaluation factors which are listed below in the order of their relative importance:

1. Experience and Qualifications- Provide a detailed description of your experience and what qualifications you have for this project.
2. Performance Data - Provide a detailed outline of how services will be carried out, schedules, operational procedures, creative design, production, and any other offerings that add value to the contract.

2.9.00 ***BASIS FOR AWARD***

2.9.01 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 Society, 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 Society 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.

2.9.02 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 performance data. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

2.9.03 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 Society. 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***

2.10.01 The top three (3) offerors who submit a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the Society. 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 offeror's expense.

2.10.02 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 Society. 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***

2.11.01 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 Society and the successful offeror after the proposal opening may also be incorporated into the contract.

2.12.00 *AMENDMENTS*

2.12.01 All amendments to and interpretations of this solicitation shall be in writing. The Society shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the Society 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 Society 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 *SOCIETY RESPONSIBILITY TO PROPOSAL*

2.13.01 This Solicitation does not commit the Society 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 Society 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 Society to do so. If the proposal fails to conform to the essential requirements of the RFP, the Society 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*

2.14.01 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*

2.15.01 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*

2.16.01 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.

2.16.02 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

2.16.03 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.

2.16.04 *MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.*

2.17.00 *OWNERSHIP OF MATERIAL*

2.17.01 All proposals submitted in response to this document become the property of the Society. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the Society upon award of contract. Ownership of all data, material and documentation originated and prepared for the Society pursuant to this contract shall belong exclusively to the Society. 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*

2.18.01 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*

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

2.20.00 *RIGHT TO PROTEST*

2.20.01 Any prospective proposer, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Officer within fifteen (15) 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 manager within seven (7) calendar days of the notification of award.

III. CONTRACTUAL REQUIREMENTS

3.1.00 *OFFEROR RESPONSIBILITY*

3.1.01 The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by Society. 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*

3.2.01 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*

3.3.01 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***

3.4.01 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 Society, 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***

3.5.01 The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the Society, 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.

3.5.02 The Society 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 Society from defending their own interest.

3.6.00 ***EQUAL EMPLOYMENT OPPORTUNITY***

3.6.01 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***

3.7.01 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 Society your compliance.

3.8.00 ***GOVERNING LAW***

3.8.01 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***

3.9.01 In the event that the Society 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 Society may seek attorney fees from contractor and contractor will pay to the Society 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***

3.10.01 The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the Society in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the Society, such consent to be within the sole discretion of the Society. 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.

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

3.11.00 ***SUBCONTRACTING***

3.11.01 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 Society. 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***

3.12.01 Any contract for legal or consultant services entered into by the Society 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 Society under the contract must be refunded to the Society along with a twelve (12) percent penalty.

3.13.00 ***DRUG-FREE WORKPLACE***

3.13.01 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***

3.14.01 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. Society 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***

3.15.01 *For Cause:* In the event of material breach by contractor, the Society shall be given written notice specifying the material breach. The Society 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 Society would be regarded by the Society 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 Society shall have the right to terminate unilaterally and immediately services hereunder without further notice. The Society 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 Society 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 Society or scheduled for delivery to the Society relating to performance hereunder shall become the property of the Society. The Society'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.

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

3.16.00 ***ILLEGAL IMMIGRATION & PUBLIC CONTRACTS***

3.16.01 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 Society 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.

IV. SPECIAL PROVISIONS

4.1.00 ***CHANGES***

4.1.01 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 Society.

4.2.00 ***SOCIAL SECURITY***

4.2.01 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 Society from any such contributions of taxes or liability hereof.

4.3.00 ***WORKERS' COMPENSATION COVERAGE***

4.3.01 The contractor shall comply with the State law known as the Worker's' Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the Society 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.

4.4.00 ***TERM OF CONTRACT / OPTION TO EXTEND***

The term of the contract shall be for a period of two (2) years from the effective date of the contract. The Society may extend the contract if it appears to be in the best interest of the Society

and is agreeable with the contracted vendor. Said extension will be on an annual basis and will not exceed three (3) additional one-year periods.

4.6.00 CONTRACT ADJUSTMENTS

Should an extension or revision be requested, written requests for contract revisions may be submitted in writing to the Society sixty (60) days prior to the end of the current contract period (initial contract period is defined as two years). These requests shall be forwarded by registered email. The Society reserves the right to accept or decline any requested revision. Any requested revision shall be accompanied by supportive documentation. The Society 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.

5.1.00 SCOPE OF WORK

Description of Project:

Riverbanks Society is seeking a full-service firm to deliver the following services for our FY2025 and FY2026 multi-channel marketing direct response membership acquisition campaigns, comprising two seasonal campaigns each year.

Selection of Firm:

The firm for the Member Acquisition Campaign will be selected through an evaluation process.

Information to be included in proposal:

1. **Program strategy and execution** - Please provide a brief summary of your recommended campaign strategy based on two seasonal campaigns each year as well as staff bios of the team that will be assigned.
2. **Creative** (copywriting and design) - Please provide three samples of industry-specific direct response pieces along with other creative samples related to a multi-channel approach produced by your company and a brief summary of results and testimony based on those pieces.
3. **Campaign Lists** (planning and execution) - Please summarize your recommended list strategy including market/geographic breakouts, estimated number of lists by market, etc. Also, please provide a comprehensive list of all database/file processing services and a plan for postal implementation.
4. **Printing and production** (manage and oversee printing and mailing services) – Please provide a detailed description of your print shop and mail house experience as well as policies/standards that assist you in the selection process.
5. **Comprehensive Analysis** - Please provide a detailed plan of how you intend to track, evaluate and report each campaign.
6. **Cost Proposal** - In addition to the information requested above in the scope of work, please price out each of the required services per the summary tables below and provide a preliminary schedule based on mail drop dates of August 29, 2024 and March 3, 2025.

Annual Management Fees per Campaign		
Bid Summary Table to be Priced Out for Two Campaigns per Year		
	Spring	Fall
Program strategy and execution		
Creative (copywriting and design)		
Campaign lists (planning and execution)		
Comprehensive analysis		
Total Cost		

Printing and Production Fees per Campaign Bid Summary Table		
	Spring – 220,000 pieces	Fall – 90,000 pieces
Materials (#10 window envelopes, #9 CRE and 8 ½ x 14 continuous form with perf)		
Printing		
Database services/file processing		
Mailing Services, postal imaging, sorting		
Total Cost		

Proposal Format:

All submittals shall be formatted for printing in an 8 ½” x 11” format. The “Information to be included in the submittals” shall be submitted in a clear and concise manner and organized and tabbed according to the general outline below. This will allow the *Evaluation Committee* to quickly access pertinent information.

Submittal for Member Acquisition Campaign Services General Outline:

1. Letter of Interest (limit to 2 pages)
2. Program Strategy and Execution (limit to 10 pages total including photos)
3. Copywriting and Design
4. Planning and Execution
5. Printing and Production
6. Comprehensive Analysis
7. Cost Proposal (in a separate envelope)

The submittal shall be a single document and hard copy of submittals shall use “double side” printing wherever possible (each side is considered one page).

VI. PROPOSAL PRESENTATION

6.1.00 DELIVERY OF PROPOSALS

6.1.01 Three (3) copies of the proposals shall be delivered or mailed in a sealed envelope along with one (1) digital copy addressed to Procurement Division, 400 Rivermont Drive, Columbia, SC 29210 prior to the specified date and time. ***Proposals submitted must show the proposal number on the outside of the package.*** Of the copies submitted, each copy shall be numbered (#1 - #3), with copy #1 containing all original documentation and original signatures. Offerors must complete all forms included in this RFP. Failure to include all forms may result in disqualification of the offerors proposal. The cost portion of the proposal should be submitted in a separate sealed envelope and labeled as such.

6.1.02 All proposals should be concise and clear and should convey all the information requested by the Society. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

6.1.03 There is no intent to limit the contents of proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. *If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.*

6.1.04 The Society reserves the right to reject any or all proposals in whole or in part.

6.2.00 ***STATEMENT OF QUALIFICATIONS***

6.2.01 Each offeror must demonstrate its firm's competence, qualifications, and ability to perform the services requested in this RFP.

6.2.02 Must be licensed to do business in the State of South Carolina.

6.2.03 Substantial compliance with the Request for Proposals content and format.

6.3.00 ***REFERENCES***

6.3.01 Provide listing of all agencies at which the offeror has or has had a valid contract for similar services at any time during the five (5) year period immediately preceding date of this request, including the following information for each facility.

- (1) Name of facility.
- (2) The term of the offerors contract.
- (3) List three (3) customer references that are currently using the same system that is proposed in vendor's response to the Society's solution. Provide the name and telephone number of the manager who can be contacted regarding the offeror's performance. Offeror may attach letters from such facility managers with comments regarding offerors performance and reputation at those facilities.
- (4) Any performance evaluations that may have been conducted.

6.4.00 ***UNDERSTANDING OF THE PROJECT***

In this section, the offeror shall discuss the requirements, item by item, as outlined in section five, Scope of Work. Provide a description of the offerors approach, technique and procedures to accomplish the scope of services identified and required by this document.

6.5.00 ***TREATMENT OF ISSUES***

In this section offerors also may comment, if deemed appropriate, on any of the issues within the Request for Proposals, including suggestions on possible alternative approaches.

6.6.00 ***RFP FORMS***

This section should include signed copies of the following RFP forms:

- Non-Collusion Affidavit
- Certificate of Familiarity
- Acknowledgment of addendums as applicable

6.7.00 ***COST PROPOSAL***

The offeror must submit a cost proposal in a separate binder or envelope. The proposed cost should be based on the assumptions and requirements described in the request for proposal and should include all cost, except where noted otherwise. The Offeror must provide a regular and redacted proposal on a thumb drive in addition to paper copy.

The term of this contract shall last for a period of two (2) years. The Society shall have the right, but not the obligation, to renew this contract for three (3) additional one-year periods under the same terms and conditions. This contract may be extended upon Society's written notice not less than thirty (30) days prior to the expiration of the initial term or any extension hereof.

Quotations will not specifically be part of the evaluation criteria; however, Selection Committee will consider the reasonableness of fee proposals. The Society is not obligated to select the firm with the lowest fee proposal to perform these services.

In this section, the offeror should discuss the requirements as they are analyzed by the offeror. Provide a description of the offeror's approach, technique and procedures to accomplish the scope of services identified and required by this document, including the research, analysis and methodologies to be used.

6.8.00 ***OVERVIEW OF REQUIREMENTS***

Offerors may propose alternate solutions to those suggested herein but must explain the benefits of those solutions to the Society in their reply to this RFP.

6.9.00 ***PROJECT MANAGEMENT REQUIREMENTS***

6.9.01 ***Project Management Plan***

The offeror will describe the organization structure, listing all key personnel functions. List each individual from your company that you anticipate would be involved if your proposal were accepted. A brief description of each person's educational background and experience which enables him/her to fulfill his/her responsibilities must be included.

6.10.00 ***APPENDIX***

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional contractual terms and conditions which they wish to propose.

6.11.00 ***COST PROPOSAL FORM***

THE OFFEROR MUST SUBMIT A COST PROPOSAL IN A SEPARATE ENVELOPE. The proposed cost should be based on the assumptions and requirements described in the request for proposal and should include all cost, except where noted otherwise.

END OF REQUEST FOR PROPOSALS

IX. ATTACHMENTS

NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA
Riverbanks Society

_____, 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 Society 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 _____

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the Society, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to all conditions of this proposal and certify that I am authorized to sign this proposal. By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the Riverbanks Society your compliance.

I further certify that this proposal is good for a period of One Hundred and Twenty days (120) days, unless otherwise stated.

Company Name as registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Remittance Address

City, State, Zip

Fax Number

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

SOLICITATION #: **RFP NO. P2023-10-06**
PROCUREMENT: **Design Services for Education Facilities**

"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 from 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