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Inspiring Actions.
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REQUEST FOR PROPOSALS NO. P19001 – 03/18/2019

Video Production

**PROCUREMENT SERVICES
400 Rivermont Drive
Columbia, SC 20210
Telephone 803-779-8717 Ext. 1499 / Fax 803-771-8722**

February 25, 2019

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I. INTRODUCTION

1.1.00 **PURPOSE OF RFP**

It is the intent of the Richland-Lexington Riverbanks Park District DBA Riverbanks Zoo and Garden (hereafter known as the "District") to award a contract resulting from this Best Value Request for Proposal for a Midlands-based multi-media company to provide a full-range of video and audio services for the purposes of marketing the District.

II. ADMINISTRATIVE RULES FOR THE RFP

2.1.00 **ADDITIONAL INFORMATION INQUIRIES**

2.1.01 All inquiries concerning this RFP should be directed to:

Breta Rheney (or procurement officer if hired)

"Acting" Procurement Officer

Riverbanks Zoo and Garden

400 Rivermont Drive

Columbia, SC 29210

(803) 602-0835 Fax (803) 771-8722

2.2.00 **RECEIPT OF PROPOSALS**

2.2.01 Proposals are to be submitted no later than **2:00 p.m., March 18, 2019**, 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 District 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 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**

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 to all persons attending the Pre-Proposal Conference.

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 District.

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 District.

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 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.

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 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.

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 District intends to award a contract resulting from this Best Value 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.

This RFP is not intended to favor any vendor. It is solely designed to provide the best value to the District in meeting organization needs. The evaluation team will make a recommendation to the Procurement Officer who will, in turn, present the recommendation to the Executive Director.

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. Pricing fees and demonstration of cost-effective approaches to video production. (60%)
2. Proposal content and its responsiveness to the RFP which includes: An understanding of Riverbanks' mission, the scope of all video projects and their importance to Riverbanks, experience producing videos for non-profit organizations, demonstrated creativity, and the ability to coordinate resources, equipment and required staffing for video production. (25%)
3. Overall qualifications of the company. Successful prior experience performing projects similar in scope and scale to the one proposed and the ability to start up and manage the proposed program. (10%)
4. References (5%)

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 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.

2.9.02 An evaluation committee has been established in order 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.

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 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***

2.10.01 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 insure 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 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***

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 District 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 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***

2.13.01 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***

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 predecisional 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 predecisional 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 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***

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 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***

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 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 manager within ten (10) 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 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

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 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

3.5.01 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.

3.5.02 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

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 District 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 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***

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 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.

3.10.02 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***

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 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***

3.12.01 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***

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. 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***

3.15.01 *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 Districts' 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 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*

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 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.

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 District.

4.2.00 *INSURANCE*

4.2.01 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>
<i>WORKERS' COMPENSATION</i> As required by the State of South Carolina.	Statutory
<i>COMPREHENSIVE GENERAL LIABILITY</i> Premises Operations Single Limit Contractual Liability Independent Contractors Personal Injury Products - Completed Operations	\$1,000,000 (per occurrence)
<i>AUTOMOBILE LIABILITY</i> All Owned, Nonowner, and Hired (per occurrence or tort claim liability, whichever is greater)	\$ 600,000 Combined

4.2.02 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.

4.2.03 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 his 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.

4.2.04 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.

4.2.05 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all the requirements stated herein.

4.2.06 All certificates and endorsements must be received and approved by the District within ten (10) days after notification of award.

4.2.08 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***

4.3.01 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 District from any such contributions of taxes or liability hereof.

4.4.00 ***WORKERS' COMPENSATION COVERAGE***

4.4.01 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 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 / OPTION TO EXTEND***

The District is soliciting competitive proposals to establish a term contract for providing and delivering services and/or commodities listed herein. The term of the contract shall be for a two (2) year period with the option to extend an additional three (3) one-year options. The District may extend the contract if it appears to be in the best interest of the District and is agreeable with the contracted vendor.

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 two 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. SCOPE OF WORK & SERVICES TO BE PROVIDED

5.1.0 *SCOPE OF WORK*

Riverbanks Zoo and Garden is seeking a Midlands-based multi-media company to provide a full-range of video and audio services for the purposes of marketing the Zoo and Garden.

5.2.0 *REQUIREMENTS*

The company agrees to provide the following services, at minimum:

- In-park and off-site filming of material for use in the media, on the internet, and in the Zoo and Garden; filming is not limited to park hours
- Production of monthly video projects
 - Services include, but are not limited to, filming, lighting, animation, graphics, editing and voiceovers
 - Videos must be able to be reduced in size without sacrificing quality
 - Videos must be compatible for multiple platforms
- Delivery of video projects
 - Deliverables include, but are not limited to, graphics, rough cuts, and electronic files
 - Desired formats for finished projects are .mov, .wmv, .mp4 and .wav.
- Updated to existing video projects as needed
- Audio for use internally and externally

Conditions

- All projects assigned by Riverbanks Zoo and Garden to the video production company must be completed by the given deadline.
- Riverbanks Zoo and Garden reserves the right to utilize, without limitation, all final videos and/or raw video footage produced and/or provided by the video production company.
- Riverbanks Zoo and Garden is not required to secure the video production company's consent to post or reproduce videos.
- Riverbanks Zoo and Garden is not required to secure the video production company's consent when submitting videos for awards or public recognition.
- The video production company must maintain a wholesome and clean reputation. All charges, accusations and violations pertaining to the law must be reported to Riverbanks Zoo and Garden within 24 hours of the occurrence.
- If the relationship between Riverbanks Zoo and Garden and the video production company is terminated, all final videos and raw footage must be turned over to Riverbanks Zoo and Garden in the format(s) requested by Riverbanks Zoo and Garden.
- The video production company will remain an independent contractor, not an employee of Riverbanks Zoo and Garden, and is not entitled to unemployment or worker's compensation, insurance benefits or other employee benefits from Riverbanks Zoo and Garden as a result of any agreement.
- The video production company is supervised by Riverbanks Zoo and Garden's Director of Communications and will report directly to the public relations specialist regarding all aspects and duties related to the Zoo and Garden.

- Failure to comply with the guidelines and deadlines set forth by Riverbanks Zoo and Garden will result in a verbal warning, followed by a written warning and ultimately termination of the video production company.

Proposals Must Include

- A written introduction summarizing your company’s background, resources and relevant experience.
- Three examples of past projects and the timelines under which they were completed
- Three references from past projects
- Description of your company’s ability to distribute videos
- Current workload
- Proposed budget
- A single point of contact – name, title, phone and email address must be included.

VI. PROPOSAL PRESENTATION

6.1.00 DELIVERY OF PROPOSALS

6.1.01 Nine (9) copies of the proposals shall be delivered or mailed in a sealed envelope 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 - #9), 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 of the information requested by the District. 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 All offerors must submit their responses in the form of a "Technical Proposal" and "Cost Proposal". The "Cost Proposal" **must be submitted under separate cover.** Both the "Technical Proposal" and the "Cost Proposal" must be clearly labeled.

6.1.04 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.*

6.1.05 The District reserves the right to reject any or all proposals in whole or in part.

6.2.00 ORDER OF PRESENTATION - TECHNICAL PROPOSAL

It is requested that the following section headings with dividers be used in offeror responses to this RFP:

- Statement of Qualifications
- References
- Personnel
- Understanding of the Project
- Treatment of the Issues
- RFP Forms Appendix - Copy of vendor’s warranties and guarantees.

6.3.00 STATEMENT OF QUALIFICATIONS

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

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

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

6.3.04 Provide a current financial statement, including balance sheets and profit and loss statements covering the last two fiscal years.

6.3.05 Certification from the offeror that he has the ability to commence full operations within the term of the contract including extensions of 07/01/2019 – 6/30/2024.

6.4.00 ***REFERENCES***

6.4.01 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 five (5) customer references that are currently using the same system that is proposed in vendor's response to the District solution. Provide the name and telephone number of the manager at such facility 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.

6.5.00 ***PERSONNEL***

Offeror must identify in this section, each member of its staff who will participate in the project and the nature and scope of that person's responsibilities and duties. Resumes of staff are required which will indicate education, background, and recent relevant experience with the subject matter of the project. Current telephone numbers must be included. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion. Inexperienced personnel may not be proposed.

The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without the prior consent from the District. All requested substitutes must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.

The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.

6.6.00 ***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.

6.7.00 ***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.

6.8.00 ***RFP FORMS***

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

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

6.9.00 ***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 CD or Thumb drive in addition to paper copy.

The term of this contract shall last for a period of two (2) years. The District 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 District'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 District 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.

6.10.00 ***OVERVIEW OF REQUIREMENTS***

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

6.11.00 ***PROJECT MANAGEMENT REQUIREMENTS***

6.11.01 ***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.

6.12.00 ***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.

6.13.00 ***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.

Total

Monthly Charge

The Dirt

- Monthly features promoting Riverbanks Botanical Garden
- Filming scheduled every 4 to 6 weeks covering 3 separate topics
- 1:00 to 4:00 minutes in length

All Access Riverbanks

- Features promoting Riverbanks' staff and animal care and specialty care
- Filming scheduled every 4 to 8 weeks
- 1:00 to 4:00 minutes in length

Zoo and Garden Promos

- Features promoting Riverbanks Zoo and Garden
- Filming schedule varies
- 1:00 to 4:00 minutes in length

Riverbanks Signature Events, Special Events and Programs

- Filming during special events at Riverbanks Zoo and Garden (i.e. Wine Tasting, Brew at the Zoo, ZOOofari, Lights Before Christmas, etc.)
- Produce edited segments as needed
- 0:45 seconds to 1:30 in length

Animal Care and Specialty Care, Conservation Projects

- Filming may be on or off-site
- Produce edited segments as needed
- 1:00 to 4:00 minutes in length

Updates to Existing Videos

- As needed (minimal)

Other Special Projects

- As needed
- 1 to 5 per year

Filming and Production Requirements

- B-roll and staff interviews
- Two camera shoots
- Production of segments (rough cuts and revisions)
- Background music
- Open and closing animation

\$ _____

Company Name: _____

Signature of Principle: _____

VII. CALENDAR OF EVENTS

RFP AVAILABLE TO VENDORS..... FEBRUARY 25, 2019

ADVERTISEMENT IN SCBO PUBLICATION..... FEBRUARY 25, 2019
(South Carolina Business Opportunity)

DEADLINE FOR ADDITIONAL WRITTEN INQUIRIESMARCH 11, 2019
Email to the “Acting” Procurement Officer at brheney@Riverbanks.org by 4:00 PM

WRITTEN RESPONSES TO VENDORSMARCH 12, 2019
Responses will be made by email and posted on our website at www.riverbanks.org/procurement.

DEADLINE FOR RECEIPT OF PROPOSALS.....MARCH 18, 2019
2:00 p.m.
Riverbanks Zoo and Garden
400 Rivermont Drive
Columbia, SC 29210

EVALUATION COMMITTEE MEETINGMARCH 26, 2019

SCHEDULED INTERVIEWS & FINAL EVALUATION APRIL 2, 2019

IX. ATTACHMENTS

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 _____, 2019

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 District, 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 Richland-Lexington Riverbanks Park District DBA Riverbanks Zoo & Gardens 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. P14002-03/18/19**

PROCUREMENT: **Video Production Services**

"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



Date

Name
Address

Re: **Bid No.**

Dear (Name),

Enclosed is a signed original contract for the above referenced project. Upon review and approval, please have a copy of the contract signed on behalf of your company and return one fully executed copy of the contract along with certificate of insurance to my office.

For all billing questions, your Accounts Payable contact will be the Procurement Manager at finance@riverbanks.org.

We look forward to working with you on this project. Please let me know if you should you have any questions or concerns regarding this contract.

Sincerely,

Breta Rheney
“Acting” Procurement Officer

CONTRACT FOR
STATE OF SOUTH CAROLINA)
RICHLAND-LEXINGTON RIVERBANKS PARK DISTRICT)

THIS AGREEMENT is entered into by and between the **Richland-Lexington Riverbanks Park District, 500 Wildlife Parkway, Columbia, SC 29210** (hereinafter referred as District) and _____(hereinafter referred to as Company)

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by **Number P19001-03/18/2019**, which is incorporated herein and made a part hereof, for the **Video Production Services.**

2. **Term of Contract.** The term of this contract shall commence on **July 1, 2019** and shall continue for a period of two (2) years. The District 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 District's written notice not less than thirty (30) days prior to the expiration of the initial term or any extension hereof.

3. **Compensation.** The District agrees to pay Company not to exceed yearly amount of \$_____ in monthly increments of \$_____ according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4. **Payment Terms.** Payment will be made within thirty (30) days after acceptance of completed order/project.

5. **Insurance.** Company shall provide insurance as set forth in the BID.

6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the District and Company, and executed with the same formality as this contract.

7. **Termination.** This contract may be terminated pursuant to the BID.

8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the BID.

9. **Indemnification.** Company shall provide indemnification as set forth in the BID.

10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to District leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the District have signed and executed this contract this _____ day of _____, 2019

WITNESSES:

Breta Rheney
"Acting" Procurement Officer

COMPANY NAME

BY: _____

ITS: _____

RICHLAND-LEXINGTON RIVERBANKS
PARK DISTRICT

BY: _____

Thomas Stringfellow
Executive Director

EXHIBIT A

SCHEDULE OF CHARGES: