



# CITY OF NORTH CHARLESTON

## Request for Proposal

Project Number: **PQ-13-16**  
Date: December 21, 2016  
Procurement Official: Denise Badillo, CPPB, CPPO  
Phone: (843) 740-5899  
E-Mail Address: [dbadillo@northcharleston.org](mailto:dbadillo@northcharleston.org)

DESCRIPTION: CUSTOMER SERVICE ELECTRONIC MAIL, MESSENGER, AND TEXT SOFTWARE

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

SUBMIT OFFER BY **January 10, 2017 @ 10:30AM** See "Submittal Information" provision  
QUESTIONS MUST BE RECEIVED BY: **January 4, 2017 by 4:00PM** See "Questions from Offerors" provision  
NUMBER OF COPIES TO BE SUBMITTED: **1 Unbound Original**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR OFFER TO:  
CITY OF NORTH CHARLESTON  
PROCUREMENT DEPARTMENT  
Via Email [dbadillo@northcharleston.org](mailto:dbadillo@northcharleston.org)  
Via Fax 843-745-1083  
Via Mail to:  
Attention: Denise Badillo, CPPB, CPPO  
PO Box 190016  
2500 City Hall Lane  
North Charleston, SC 29419  
See "Submittal Information" provision

CONFERENCE TYPE: DATE & TIME:	LOCATION:
As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: <a href="http://www.northcharleston.org/Business/Do-Business-with-North-Charleston/Request-for-Qualifications.aspx">http://www.northcharleston.org/Business/Do-Business-with-North-Charleston/Request-for-Qualifications.aspx</a> <b>It is the responsibility of the offeror to check for amendments.</b>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

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

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

STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation.)

PAGE TWO  
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Extensi on	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.)	ORDER ADDRESS (Address to which purchase orders will be sent)
Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	Order Address same as Home Office Address Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS  Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES – Not applicable when using an RFP method of source selection.

## GENERAL INFORMATION

The City of North Charleston invites responsible firms or individuals to submit a proposal to provide a software program that provides customer service to the citizens of North Charleston by using interactivity with short message service (SMS) and Facebook Messenger. The program will be awarded as one (1) lot to one (1) proposer at the discretion of the City and shall encompass all of the requirements of the solicitation.

The terms, “**vendor**”, “**contractor**”, “**prime contractor**”, “**firm**”, “**offeror**”, “**proposer**”, “**responder**”, “**supplier**” or “**bidder**” may be used interchangeably and refers to the entity offering a proposal. These terms are defined as being a business association of one (1) or more persons. The term “**Agreement**” means any transaction or contractual arrangement contemplated or created as a result of, arising out of, or relating to the solicitation. The terms, “**City of North Charleston**”, “**City**”, “**Owner**”, “**Council**” may be used interchangeably and refers to the entity issuing the solicitation, receiving and reviewing the proposals and issuing an award. The terms “**solicitation**” or “**RFP**” may be used interchangeably and shall refer to this “asset/work order software” solicitation.

A proposal shall set forth in detail the proposer’s plan and proposed terms for the implementation, management and training of the Project as described in this RFP, in accordance with the terms and conditions described in this RFP. Any proposal(s) that “...were not independently arrived at in open competition, were collusive, or submitted in bad faith...” shall be rejected. There shall be no communication in any form between any potential proposer and any City employee or representative, except for a City Procurement Officer.

This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the City of North Charleston, in writing, so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed, but a review of such notification will be made prior to award.

Since this solicitation is a Request for Proposals, which permits discussions and negotiations, award will not be made based on the lowest price submitted.

The proposal must be made in the official name of the firm or individual under which business is conducted (showing the official business address). The proposal shall be signed by a person duly authorized to legally and contractually bind the person, partnership, entity, company or corporation submitting the proposal. The Proposal Certification form that is included with this solicitation shall be signed and returned with the proposal.

## PURPOSE OF SOLICITATION

The City is seeking proposals for the purchase, setup, and support of a software system that will provide citizens of North Charleston the capability to use their “smart devices” to interact with the City through text message and or facebook messenger service issues they see that need attention. The City is looking for at a minimum a three (3) year service commitment from the selected vendor. The ideal vendor shall be able to meet the following requirements of this RFP.

## **Award**

Award will be made to the responsible, responsive offeror whose proposal is considered most advantageous to the City based on the following:

Factors to be considered in award will be:

- a. Suitability of the item offered for use by the City
- b. Delivery/Set Up Time
- c. Functionality Capabilities with Ability to Add
- d. Final Price
- e. Other information obtained from the proposal or outside sources which may make award of a proposal more advantageous to the City

The City shall be the sole judge of weights, given these factors.

Only the names of offerors submitting proposals will be revealed. No other information will be disclosed.

This solicitation and the City's General Terms and Conditions shall govern and shall be incorporated into the contract between the City and the awarded proposer.

The City shall not accept any proposed agreement, contract, terms and conditions and/or document which may be included with the proposal which materially conflicts with the solicitation, which are deemed by the City to not be in its best interest and/or the acceptance of which would be prejudicial to other proposers.

## **Proposal Certification**

Interested firms are reminded that a "Proposal Certification" form is included within the solicitation and by signing the certification form, with no alterations allowed, the proposer agrees to be bound by the terms and conditions of the solicitation and by the City's General Terms and Conditions included herein.

Interested firms or individuals that submit a proposal that contradicts this solicitation and which is not in compliance with the requirements of this solicitation, including the City's General Terms and Conditions, acknowledge and understand that, by doing so, its proposal may be deemed non-responsive by the City.

Proposers that take exceptions to any portion of this solicitation may be deemed "non-responsible" and may not be eligible for an award. The rights and authority of such determination is reserved solely by the City's Procurement Officer.

## **II. PROPOSED SCOPE OF WORK**

**A. Primary Objectives:** The City of North Charleston (“City”) intends to procure services from a vendor to develop, install and provide monthly service of a software program that will allow its citizens the opportunity to interact with the City by using a smart device to report work order type issues.

The following are basic requirements that the City is interested in seeing the software capable of:

1. Interactivity with SMS and Facebook Messenger with the opportunity to be interactive with other messenger apps and electronic mail;
2. Functionality to perform an SMS based text search of the City of North Charleston’s website that will reply to the customer with the appropriate searched information via SMS;
3. Chat bot functionality so that the customer can ask questions and report city related issues like pot holes, broken stop lights, trash pickup needs, etc. The chat bot will need to immediately respond to the customer’s questions and reported issues;
4. The initial total amount of issues for chat bot functionality will be 5 with a catch-all response for those issues that fall outside of the selected 5 issues (like pot holes, broken stop lights, trash pickup, etc.). Additional issues will be added over time;
5. Store and maintain records of the customer/chat bot conversations so that the conversations can be accessed by city staff;
6. Provide an interface so that the software can determine whether the customer is asking a question or reporting an issue. If a question is being asked, the website query then takes place. If an issue is reported, the chat bot responds to help determine how to resolve the issue;
7. Interact with an Artificial Intelligence (“AI”) based system so that the chat bot conversations will be recorded into the AI system for continuous improvement of the chat bot responses;
8. Send the reported issues to a work order process system utilized by city employees to track issue reporting such that an issue – for example a pot hole – can be tracked in the project management system until it is completed;
9. The work order process system needs to communicate to designated city staff of the issues that need to be reported so that staff can refer the issue to appropriate city departments and staff members;
10. The work order process system must have an easy to use web app and mobile app for city staff to be trained on, implement, and use each day to track and respond to the SMS issue reporting through the chat bot;

11. The work order process system will be integrated with the chat bot such that designated employees can respond directly to the customer upon receiving a communication that falls into the catch-all category as well as the category corresponding to each issue;
12. Diagnostic analytics to be shown in a real time dashboard form that identifies the issues that are being reported and the questions that are being queried to the North Charleston website. The information needs to be aggregated to be used by city staff as a decision-making tool;
13. Code base for the customer service and workflow management software system to be cloud based in JavaScript, and in particular, NodeJS.

#### Additional RFP Considerations

1. Pricing should be based on an upfront development and installation cost coupled with a monthly subscription rate.
  - a. Upfront development and installation cost should consider the software cost as well as initial configuration and setup costs, initial license costs, training and implementation.
  - b. The monthly subscription rate should consider the costs associated with ongoing maintenance, hosting, technical support, and ongoing license costs.
2. The City of North Charleston reserves the right to reject any or all proposals.
3. The City of North Charleston reserves the right to negotiate the terms and conditions of the contract.
4. Proposals shall to be submitted by January 10, 2017 at 10:30 am
5. Software product developed should be available for presentation to the City within 30 days of award.
6. RFP proposals should specifically respond to each of the Requirements set forth above.

### **III. SUBMITTAL INFORMATION**

Proposals may be submitted via email, fax or USPS.

Proposals submitted via email (encouraged) should be emailed to [dbadillo@northcharleston.org](mailto:dbadillo@northcharleston.org).

Proposals submitted via facsimile should be faxed to 843-745-1083.

Proposals submitted via mail should be addressed to: City of North Charleston, Purchasing Department, P.O. Box 190016, North Charleston, SC 29419-9016.

Proposals hand delivered by courier service should be addressed to: City of North Charleston, Purchasing Department, 2500 City Hall Lane, North Charleston, SC 29406

NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE AND OPENING TIME SHALL NOT BE ACCEPTED OR CONSIDERED.

The City assumes no responsibility for the delivery of any solicitation, addendum, solicitation response, vendor inquiry or City response to vendors or any other correspondence by the U. S. Postal service, delivery services, electronic transmission, facsimile or any other method of communication. Vendors are responsible for verifying their package has been received.

Proposer shall include all applicable requested information and must provide any additional information that it wishes to have considered with its proposal. Due to the possibility of discussion or negotiation with an apparent, responsible proposer, pursuant to the selection criteria set forth in this RFP, proposers' competitive information which is designated confidential shall not be divulged by the City, unless required by South Carolina law.

The City is issuing this solicitation to firms to submit a PROPOSAL to provide the required and related services to the City. A contract may be awarded encompassing all facets of a proposal or portions of a proposal, whichever is in the best interests of the City, in order to best serve the City.

**Submit one (1) unbound original.**

Proposals are due no later than January 10, 2017 at 10:30 am.

All inquiries or questions must be received prior to 4:00 pm on January 4, 2017 in writing via email to [dbadillo@northcharleston.org](mailto:dbadillo@northcharleston.org) in order to be included in any Addenda issued.

#### **IV. GENERAL PROVISIONS**

The proposal shall be signed by an authorized individual who may bind the offering firm to provide the service in accordance with the specifications contained in this Solicitation. The proposal must contain a statement to the effect that the proposal content is firm and not subject to change for an acceptance period of ninety (90) days from the proposal due date or longer, if so required by the City.

**Attached is the Certification Form to be used when submitting the proposal. Only this form shall be used; no other form is acceptable. This form shall be completely filled out and returned with the proposal in addition to the required material and information.**

This solicitation does not commit or in any way obligate the City to award a contract, to pay any costs incurred in the preparation of the proposal or to issue an award for any service or work product.

Following the City's determination of the feasibility and acceptability of the proposed software, the proposer receiving the highest score may be awarded the project subject to the award process of the City's Procurement Code and Regulations.

The City reserves the right to accept or reject, in part or in entirety, any or all proposals and to cancel in part or in entirety, this solicitation if it is in the best interest of the City. The City reserves the right to waive any informalities or technicalities in the solicitation or proposals in order to serve the best interest of the City.

The City may conduct discussions with responsible proposers who submit proposals for the purpose of clarification to assure full understanding of the requirements of the RFP and for the clarification of any proposal. The City is not required to conduct discussions or negotiations with any proposer and reserves the exclusive right to determine which firms shall be involved in any discussion or demonstration.

Prices submitted shall be inclusive of all costs that the proposer expects the City to pay. The prices proposed shall include all materials, labor, equipment, tools, taxes and consumables required to provide all aspects of the project. The City shall not honor hidden or undisclosed costs.

#### **V. PROPOSED COST**

The Proposer shall submit a proposed cost that includes all development, installation if any, implementation, and cost for monthly "subscription" cost for one year. Cost should include all labor, maintenance, support, mark-up, profit, licensing, permitting, etc. required for the first year of service.

A separate line item should be included that identifies all cost associated with the Maintenance, subscription and Support of the software system for two additional years.

#### **VI. Evaluation Criteria**

All proposals will be reviewed for purposes of determining responsiveness and the proposer's responsibility. Any proposal which does not meet the essential requirements of the City's solicitation will be subject to disqualification. For purposes of responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements of the solicitation and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer as being responsible or the proposal as being responsive. Failure to provide specific information, as requested, for use in the evaluation will cause the proposal to be disregarded.

1. Understanding and plan for implementing the objectives required.
2. Time Frame
2. Functionality Capabilities
3. Cost



**Evaluation Factors**

Selection will be based upon the following criteria in order of importance. The proposer shall fully and in detail respond to each factor below. The evaluation factors are assigned points that will be multiplied by percentages indicating the quality of the response to each factor. The highest scoring responsive proposal and responsible proposer may be awarded the contract if all other terms and conditions are acceptable to the City and if in the City's best interest.

**Example:** If Evaluator 1 ranks Proposer A as Above Average for Evaluation Factor number one, which is worth 20 points, that evaluator's score for Proposer A would be 16 points (20 x 80%) for that factor. Each factor will be scored for all proposers by each Evaluator (minimum of 3). The total points for each proposer from each evaluator will be added together to produce the proposer's overall score. The overall score will be used to determine the highest ranked proposer.

Evaluation Criteria		
Item #	Evaluation Factor	Total Possible Points
1	Understanding and Implementation of desired software program	30
2	Functionality Capabilities	30
3	Cost	20
4	Time frame to accomplish implementation and training	20
<b>TOTAL POSSIBLE POINTS</b>		<b>100</b>

Percentages		
Rating	Description	Percentage
Superior	Criteria was addressed in a superior manner. Response demonstrates superior capability, experience, and understanding of the project.	100%
Above Average	Criteria is addressed well. Response is above average and demonstrates complete capability, experience, and understanding of the project.	80%
Average	Criteria is adequately addressed. Response demonstrates a basic capability, experience, and understanding of the project.	60%
Below Average	Criteria is only partially addressed. Response demonstrates some capability, experience, and understanding of the project.	40%
Poor	Criteria is addressed only minimally. Response demonstrates little capability, experience, or understanding of the project.	20%
Unsatisfactory	Criteria is not addressed. Response fails to demonstrate capability, experience, or understanding of the project.	0%

## Evaluation Information

All proposals will be reviewed for purposes of determining responsiveness and proposer responsibility. Any proposal that does not meet the essential requirements of the RFP and the City will be deemed non-responsive. To determine responsibility, all information provided by the proposer concerning its capability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed.

The submission of a proposal for review does not necessarily qualify the proposer as responsible or the proposal as being responsive. Failure to provide specific information as requested, for use in the evaluation, will cause the proposal to be deemed non-responsive which will disqualify the proposal from further review.

The evaluation team may request written or oral clarifications of any proposal received. However, the City may, at its sole discretion, refuse to accept in full or in part the response to a clarification request given by any vendor. Vendors are cautioned that the evaluators are not required to request clarification; therefore, **all offers should be complete and reflect the most favorable terms.** The City reserves the right to reject any and all offers when such rejection is deemed to be in the best interest of the City.

The City may conduct discussions with responsible proposers who submit proposals for the purpose of clarification to assure full understanding of the requirements of the RFP and for the clarification of any proposal. The City is not required to conduct discussions or negotiations with any proposer and reserves the exclusive right to determine if and when firms shall be involved in any discussion or demonstration.

**NOTE:** The City may or may not hold discussions for purposes of clarification or engage in negotiations with a proposer. Proposers should not expect to have the opportunity to provide a demonstration, have discussions with the City or engage in negotiations solely due to the fact that they submitted a proposal. Proposals shall be complete and contain the proposer's best and final offer

This solicitation does not commit or in any way obligate the City to award a contract, to pay any costs incurred in the preparation of the proposal or to issue an award for any service or work product. The City reserves the right to accept or reject, in part or in entirety, any or all proposals and to cancel in part or in entirety, this solicitation if it is in the best interest of the City. The City reserves the right to waive any informalities or technicalities in the solicitation or proposals in order to serve the best interest of the City.

Prices submitted shall be inclusive of all costs that the proposer expects the City to pay. The prices proposed shall include all materials, labor, equipment, tools, taxes and consumables required to provide all aspects of the project. The City shall not honor hidden or undisclosed costs.

## VII. Proposer Responsibility and Proposal Responsiveness

Responsibility of the proposer or offeror shall be ascertained for a contract awarded by the City based upon full disclosure to the City concerning the capacity and capability to meet the terms of the solicitation and based upon a past record of performance for similar work. The unreasonable failure of a proposer to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such proposer. Failure to provide requested information may result in a rejection of a solicitation response or debarment of the vendor/proposer.

The successful proposer shall perform this project in compliance with all Federal and State requirements concerning fair employment of all employees and applicants. Proposing firms shall promote the employment of the disabled and disadvantaged and shall employ without regard or discrimination due to the reason of ethnic background, age, color, religion, gender, national origin, sexual orientation or physical disability. Proposers should provide information regarding the use of minority subcontractors if applicable or if requested by the City.

The City shall be entitled to audit the books, documents and records of a contractor or any sub-contractor as a result of any award, contract or subcontract, negotiated or otherwise, to the extent that such books and records relate to the performance of such contract or subcontract. Such books, documents and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter

period is otherwise authorized in writing by a City Procurement official. This provision applies to any resulting award related to this RFP.

Proposers should clearly mark any portion of their proposal that is considered proprietary. Proprietary information will not be released to the public except as allowed by Chapter 4 of Title 30 of the *South Carolina Code of Laws*. The City shall determine whether or not information is proprietary and/or confidential and subject to release. Entire proposals may not be marked as "confidential", "proprietary" or "exempt from disclosure" and etc. The City shall not recognize or accept such overreaching claims. Even if information is so marked as such by the proposer, the contents may be subject to disclosure in accordance with South Carolina law.

### **South Carolina Illegal Immigration Reform Act**

By signing its bid, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agrees to provide to the City, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Contractor and its subcontractors or sub-subcontractors; or (b) that Contractor and its 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." Contractor agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. (An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

### **Records**

As required by the City, records shall be maintained by the awarded proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by the City of North Charleston. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examination, all of the proposer's records with respect to all matters covered by this and any subsequent agreement with the City. The City may audit, examine and/or collect excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent.

### **Indemnity**

The proposer agrees to indemnify and hold harmless the City and the City's employees, Councilmembers, and agents, from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the City or any councilmembers, officers, employees, or agents of the City on account of or resulting from injury, or claim of injury, to person or property arising from the awarded proposer's actions or omissions relating to this Agreement, or arising out of the proposer's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by the proposer.

### **Warranty for Services**

The proposer warrants and represents to the City that the awarded firm possesses the legal standing, training background, experience, expertise and qualifications to undertake and to carry out the services required in this solicitation. The proposer further warrants and represents that the required services will be performed in a professional, thorough and in the best interest of the City, consistent with accepted industry standards.

Prospective proposers will be notified by an addendum of any pertinent information, changes or clarifications to the solicitation's specifications after the Inquiry Deadline. City responses to comments and/or inquiries shall be in the form of an addendum posted to the City's Procurement webpage at <http://www.northcharleston.org/doing> Business/Doing with North Charleston/Current RFPs

### **Permits, Licenses and Taxes**

The vendor shall, at its own expense, prior to an award and prior to commencing services/operations on behalf of the City or under contract with the City, acquire all necessary permits, licenses and other approvals as required by law to provide the required services and/or actions in conjunction with a contract award with the City. It is recommended that proposers contact the South Carolina Secretary of State's office ([www.scsos.com](http://www.scsos.com)), Charleston County Government, and the City of North Charleston Building Department to learn of any pertinent requirements. The City shall not interpret the requirements on behalf of the proposer.

Proposers shall propose programs and operate any awarded program in compliance with the Federal Communications Commission and all applicable statutes.

Proposers shall obtain all necessary permits and licenses required by state and Federal law and shall remain in compliance with all applicable statutes and pertinent regulations throughout the term of performance. Should any permits or licenses be revoked or lapse during the period of performance, the Procurement Officer shall be notified immediately.

The proposer shall pay all excise taxes, retail taxes and other fees imposed. The proposer assumes full responsibility for payment of all State and Federal taxes for unemployment, pensions or any Social Security legislation for all its employees and will further comply with all requirements that may be specified in regulations hereafter promulgated by the City's administrative officials.

### **Operational Matters**

All facilities, equipment and services to be provided to support this program by the proposer shall be at the proposer's expense. The proposer shall maintain full and accurate records and accounts in connection with the operations. All such records shall be retained by the contractor for a period of five (5) years and may be audited by the City's designated representative at any time during regular working hours.

If a proposer is asked to attend a meeting for clarification at any time, it shall do so at its own expense.

### **Important Notice**

The contract resulting from this RFP may be awarded to the responsible offeror whose proposal is determined to be most advantageous to the City, taking into consideration the proposal and the compliance with the evaluation factors set forth herein; however, the right is reserved to reject any and all, or portions of, proposals received and in all cases, the City will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of the RFP.

The proposal shall contain all costs and expenses that the proposer shall charge the City should it be awarded a contract. No hidden costs, fees or expenses shall be honored or paid at any time.

The City is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous nor will it be required to furnish any information regarding the RFP process. The award to the successful proposer regarding this solicitation will be posted on the City's website, [www.northcharleston.org](http://www.northcharleston.org), Business/Doing Business with the City, Current RFP's.

### **Postponements**

A bid opening or a pre-bid conference shall be postponed if the City's Procurement Department is closed for any of the following reasons: (1) Causes beyond the control of the City (e.g., fire, flood, weather conditions, etc.), or (2) Emergency or unanticipated events that interrupt normal City or Procurement operations. The postponed event (solicitation opening or conference) shall automatically be rescheduled to the next full City business day after the originally published date. A City business day starting after a delay is not a full City business day. Offerors should consult the City's webpage or local media regarding closures.

### **X. Key Event Dates**

**Deadline for Questions – January 4, 2017 at 4:00 P.M. EST**  
**Public Opening – January 10, 2017 at 10:30 A.M. EST**

**Submission Deadline:**  
One (1) unbound original

**Deliver proposals to:**     **Via Email to: [dbadillo@northcharleston.org](mailto:dbadillo@northcharleston.org)**  
                                      **Via Facsimile: 843-745-1083**  
                                      **Via USPS:**  
                                      **City of North Charleston**  
                                      **3<sup>rd</sup> Floor Purchasing Department**  
                                      **2500 City Hall Lane**  
                                      **North Charleston, SC 29406**

**Evaluation After Award of Contract**

The City will evaluate the selected proposer as needed, as regards to meeting the City's standards and the goals contained in the solicitation. The City may also evaluate the proposer's experience and other records, cost reporting compliance with deadlines and time frames, cost management, value awareness, schedule adherence, quality control, accuracy of reports, relationship with City employees, any communications with City representatives, and professionalism. Precise criteria for evaluation of performance will consist, at a minimum, of the terms of this RFP and others may be developed after award of the contract.

**PROPOSAL CERTIFICATION**

**RFP No.: PQ-13-16**

As an authorized representative of the Proposer, I hereby certify that the costs and services stated in this proposal are accurate and binding for not less than ninety (90) calendar days from the solicitation due date. All costs and charges are accurate and complete as stated in the proposal and are inclusive of all costs the City is expected to pay. If an award is not made within ninety (90) calendar days, it shall be incumbent upon the Proposer to notify the City, in writing, if it does not want its proposal further considered. Failure to notify the City shall mean that the proposal remains valid until an award is made or the solicitation is cancelled.

I further certify that the Proposer will deliver the service(s) and/or material(s) as required by the Request for Proposal. No additional costs or payments to any entity, including the Proposer, shall be requested of the City due to any miscalculation, deficiency or other cause later discovered.

I certify that the Proposer has availed itself of every opportunity to understand the Request for Proposal, the City's Procurement Code and Regulations.

By submission of a proposal, I certify that the Proposer has read and understands all of the requirements and conditions of the Request for Proposal and shall be bound by such without exception. Therefore, the undersigned respectfully submits its proposal.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Date \_\_\_\_\_ Telephone/FAX Number \_\_\_\_\_

**Note: It is required that this Proposal Certification form be completed and returned unaltered with the proposal.**

## GENERAL TERMS AND CONDITIONS

### OFFEROR RESPONSIBILITY

The offeror is the entity that is proposing or offering to perform work or supply service(s) and/or material(s) to the City. Each offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this solicitation or agreement. The omission of an offeror to acquaint itself with existing pre-contract conditions or post-contract consequences shall in no way relieve such offeror of any obligation with respect to the proposal or to any contract resulting from a solicitation or agreement. Offerors are notified that failure to inspect, familiarize or otherwise gather information as to the total cost to the City will, in addition to any and all other remedies available, create cost difference liabilities and claims against the ultimately successful contractor. Offerors shall notify the City of all costs reasonably expected.

### BID/PROPOSAL/AGREEMENT CONSTITUTES OFFER

By submitting a bid/proposal or agreement, the offeror agrees to be governed by the terms and conditions as set forth in the solicitation document or proposed agreement and the City Procurement Code and Regulations. Any bid or proposal response or proposed agreement containing variations from the terms and conditions set forth herein may, at the sole discretion of the City, render such bid or proposal or agreement non-responsive. Any inconsistencies between the solicitation and any other contractual instrument shall be governed by the terms and conditions of the solicitation or proposed agreement, except where subsequent amendments to any contract resulting from the award are specifically agreed to in writing by the parties in order to supersede any such provisions of the solicitation or other contractual document.

### SPECIFICATIONS MANDATORY

The offeror must meet all of the mandatory specifications and requirements set forth in the solicitation or proposed agreement. By incorporating said specifications into the offeror's response, subject to acceptance by the City of any amendments hereto as submitted by the offeror, the offeror is agreeing to comply with said solicitation specifications or agreement. Failure to provide mandatory evidence of capability will result in a low evaluation ranking of the offeror's bid/proposal. Items designated as evaluation factors will be evaluated and rated in accordance with the evaluation criteria, if applicable.

### INQUIRIES

Every effort has been made to ensure that all information needed by an offeror is included herein. If an offeror finds that it cannot provide a response without additional information, it may submit written questions to the person designated herein on or before the deadline set forth in the solicitation. Questions shall not be accepted by the City after the specified date. All replies to questions will be in writing and contained within an addendum. When a question received by the City is found to be previously and sufficiently addressed in the solicitation, that question will be returned to the proposer with a reference to the part of the solicitation containing the answer. All questions and written replies will be answered in the form of an addendum and will be regarded as a part and parcel of the solicitation.

### AMENDMENTS OR ADDENDA

If it becomes necessary to revise any part of the solicitation or agreement, amendments in the form of an addendum will be provided in writing and posted to the Procurement webpage at <http://www.northcharleston.org/Business/Doing Business with the City/Current RFP's>  
It shall be the responsibility of the offeror to check for amendments.

ALL AMENDMENTS TO AND INTERPRETATIONS OF A SOLICITATION SHALL BE IN WRITING. THE CITY SHALL NOT BE LEGALLY BOUND BY ANY AMENDMENT, ADDENDUM, INFORMATION OR INTERPRETATION THAT IS NOT IN WRITING.

### COMPANY EXPERIENCE AND REFERENCE ACCOUNTS

If requested, interested firms and individuals must provide reference accounts where the services and/or equipment/material(s) offered were similar to the services and/or equipment/material(s) requested in the solicitation. The intent is to show company experience in receiving contracts for, and delivery of, goods and services similar to those proposed. Information should include the name, address, telephone number, and title of the person to contact for inquiry as to the proposer's experience and performance. Referenced accounts must not be company owned or an affiliate of the bidder or proposer.

The City reserves the right to consider historic information and facts about the bidder or proposer, whether gained from the submitted response, question and answer conferences, references or any other source, during the evaluation process.

#### SOLICITATIONS/AGREEMENTS SIGNED

All submittals shall be signed by a representative of the entity authorized to commit to the provisions of the submittal. Unsigned bids/proposals will be rejected unless an authorized representative is present at the bid/proposal opening and provides the needed signature, provided that the discovery is made prior to the recording of the contractor's bid/proposal. Any proposed and agreed upon contract shall be signed by an authorized representative of the offeror.

#### PUBLIC OPENING

All bids/proposals received in response to a solicitation will be recorded publicly at the time and place specified in the solicitation. The name of each offeror shall be announced, recorded and made available for scheduled public inspection. No pricing information will be disclosed at the time of opening.

#### POSTING OF AWARD

Solicitation awards shall be posted on the City's web site at <http://www.northcharleston.org> Business/Doing Business with North Charleston/Current RFP's.

#### RIGHT TO PROTEST

Any prospective bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within fifteen (15) calendar days of the date of issuance of the Invitation for Bid/Request for Proposal or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue.

Any actual bidder, proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Purchasing Agent/Director of Procurement within ten (10) calendar days of the Posting Date as noted on the award document.

A protest shall be submitted in writing to the Procurement Director, City of North Charleston, 2500 City Hall Lane, PO Box 190016, North Charleston, South Carolina 29419 and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

It shall be noted that the City may exercise its right to require a protest bond or irrevocable letter of credit from a protesting party when applicable.

#### CLARIFICATIONS

The City reserves the right, at any time after opening and prior to award, to request from any bidder or proposer, clarification of the bid/proposal submitted to the City, address technical questions, or to seek or provide other information regarding the offeror's submittal/response. This process may be used for such purposes as providing an opportunity for the offeror to clarify its bid/proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility.

#### TAXES

Prices shall include all applicable taxes unless otherwise noted. The current tax rate in the City of North Charleston is eight and a half percent (8.5%). In the event that the contractor fails to pay or delays in paying to any taxing authorities sums paid by the City to the contractor, the contractor shall be liable to the City for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay.

#### TERMINATION BY CITY

Termination for Non-Compliance with Drug Free Workplace Act: In accordance with the Drug Free Workplace Act, this contract is subject to immediate termination, suspension of payment, or both, if the Contractor fails to comply with the terms of the Drug Free Workplace Act.

Termination for Cause: If the Contractor fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the City, to comply with any of the terms and conditions of the Contract Documents, then this Contract may be cancelled and



terminated by the City at any time within the Contract period without advance written notice, and the Contractor and his Surety shall be liable to the City for any excess cost occasioned the City. Default or breach of any clause of this contract shall constitute "cause" for termination.

Further, any act of omission by the Contractor which is contrary to law or public policy shall be considered "cause" allowing termination as provided herein. The City will not be liable for any termination costs where termination is for cause. Whether or not the Contractor's right to proceed with the work is terminated, it and its sureties shall be liable for any damage to the City resulting from Contractor's default/breach.

Termination for Convenience: The City shall have the right to terminate this Contract for convenience upon ten (10) days advance written notice. In the event that this Contract is terminated or cancelled upon the request and for the convenience of the City, then the City shall pay Contractor for all materials purchased to date on the City's behalf and for the value of services rendered to date (including reasonable profit margin). The City shall not otherwise pay for costs of termination, opportunity costs, or any costs or amounts of other description. As a prerequisite to Contractor receiving payment for goods purchased on City's behalf, the Contractor shall first turn over possession and all right title or other interest in the materials to the City.

Termination for Non-Appropriation of Funds: The City, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, City or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

Termination for Harassment/Discrimination: Neither Contractor, nor any employee or agent of Contractor, shall discriminate against or harass any person because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure that such conduct does not occur. Violation of this clause may result in immediate termination of all contracts between the City and the Contractor "for cause" and may further result in Contractor being suspended or debarred from bidding on future contracts.

#### TERMINATION BY CONTRACTOR

Requests for termination of a contract by the contractor must be received in writing by a City Procurement Officer at least ninety (90) calendar days prior to the requested contract termination date.

#### WAIVERS

No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default.

#### GOVERNING LAW

The contractor or offeror shall comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to bid and/or conduct business in said State. By signing an Agreement or by offering a bid or proposal or agreement, contractor agrees to subject itself to the jurisdiction and process of the City's Procurement Code and Regulations, the courts of the State of South Carolina or federal courts as to all matters and disputes arising or may arise under and in regard to the solicitation, Agreement and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

The solicitation and/or Agreement and any dispute, claim or controversy relating to the solicitation and/or Agreement shall, in all respects, be interpreted, construed, enforced and governed by and in accordance with the Procurement Code and Regulations of the City of North Charleston and the laws of the State of South Carolina. All disputes, claims or controversies relating to the Agreement shall be resolved exclusively by the City's Procurement Director in accordance with City's Procurement Code or in the absence of jurisdiction, the Court of Common Pleas for, or a federal court located in, Charleston County, State of South Carolina. Contractor or offeror agrees that any act by the City regarding the solicitation and/or Agreement is not a waiver of either the City's sovereign immunity or the City's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph,

the term "Agreement" means any transaction, contract, understanding or agreement arising out of, relating to, or contemplated by the pertinent solicitation and/or agreement between the proposer and the City.

#### APPROVAL OF PUBLICITY RELEASES

The contractor shall not have the right to include the City's name in its published list of customers or use of the City or City logo without prior approval of the City. The contractor agrees not to publish or cite in any form any comments or quotes from City staff. Contractor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City without the written consent of an authorized City official.

#### AFFIRMATIVE ACTION

Contractor shall comply with all applicable federal and state requirements concerning fair hiring practices and employment of the disabled, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, gender, national origin, sexual orientation or physical disability.

#### CONTRACTUAL

Contract negotiations, if applicable, may be started at the City's discretion, with the apparent successful offeror. If any points/issues exist that cannot be resolved, so that a final contract, to the mutual satisfaction of all parties, can be reached, negotiations may be initiated with the next qualified offeror. All contractual documents submitted will be subject to approval of the City.

#### BANKRUPTCY

(a) Notice. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the City. This notification shall be furnished within five (5) calendar days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all City contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(b) Termination. This contract is voidable and subject to immediate termination by the City upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

#### INDEMNIFICATION

City of North Charleston, its officers, councilmembers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials or equipment furnished by the contractor or actions by the contractor, provided that such liability is not attributable to negligence on the part of the City or failure of the City to use the materials in the manner outlined by the contractor.

#### CONTRACTOR RESPONSIBILITY

The contractor alone will be held solely responsible to the City for performance of all contractor obligations under any contract resulting from the awarded solicitation.

The contractor warrants that services will be provided in a professional manner. The contractor shall be responsible for the full performance of any subcontractors and/or suppliers and the City shall rely solely upon said contractor for project compliance and proper contractual performance.

#### CONTRACTOR'S USE OF CITY PROPERTY

Upon termination of the contract for any reason, the City shall have the right to possession of all City properties, including, but not limited to, current copies of all City application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the City without the City's written consent, except to the extent necessary to carry out the work. All City property and information is to be considered confidential in nature and shall not be disseminated or transferred without the City's written authorization.

#### IMMIGRATION REQUIREMENTS

By signing the bid or proposer, the bidder or proposer certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the *South Carolina Code of Laws* and agree to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the bidder and/or its subcontractors or sub-subcontractors; or (b) that the bidder and its 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." The bidder agrees to include in any contracts with its subcontractors, language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) to include in the subcontractor's contracts with the sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### LICENSES AND PERMITS

During the term of the contract, the contractor shall be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the City, county or other government entity or unit to accomplish the work specified in this solicitation document and the contract. By submitting a bid/proposal the bidder/proposer affirms that it shall possess and maintain all required license(s) prior to award and throughout the period of performance.

#### INDEMNIFICATION - THIRD PARTY CLAIMS

Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the City, its instrumentalities, agencies, departments, councilmembers, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, or agents. Contractor shall be given written notice of any suit or claim. The City shall allow the Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The City shall allow the Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the City. The City shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The City shall reasonably cooperate with the Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

#### ASSIGNMENT

No solicitation response, contract or any of its provisions may be assigned, sublet, or transferred without the prior written consent of the City.

#### INTELLECTUAL PROPERTY INFRINGEMENT

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the City, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. The City shall allow the Contractor to defend such claim so long as the defense is diligently and capably prosecuted. The City shall allow the Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the City. The City shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against the City's use of any acquired item, or if in the Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, the Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for the City the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by the City. If neither (1) nor (2), above, is practical, the City may require that the Contractor remove the acquired item from the City, refund to the City any charge(s) paid by the City, and take all steps necessary to have the City released from any further liability. (c) the Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by the Contractor's compliance with specifications furnished by the City unless the Contractor knew or reasonably had prior knowledge or suspected its compliance with the City's specifications would infringe an IP right, or (ii) that the claim is caused by the Contractor's compliance with specifications furnished by the City if the City knowingly relied on a third party's IP right to develop the specifications provided to the Contractor and failed to identify such product to the Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

#### ETHICS ACT

By submitting an offer, the vendor certifies that it is in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of a public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of a public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids/proposals – Section 8-13-1150.

Any questions regarding the aforementioned General Terms and Conditions shall be directed to the Procurement Director, 2500 City Hall Lane / PO Box 190016, North Charleston, South Carolina 29406, (843) 740-5899.