

IRMO CHAPIN RECREATION COMMISSION
REQUEST FOR PROPOSAL – SIGNATURE/COVER SHEET

RFP TITLE: Irmo Chapin Recreation Commission – RFQ – Parking
Access & Revenue Control System
RFP Submission Due: September 15, 2025

Direct Inquiries To:

Alex R. James, IV

IT Manager

(803) 213-2005

ajames@icrc.net

RFQs Should Be Delivered To:

Alex R. James, IV

Irmo Chapin Recreation Commission

5605 Bush River Road

Columbia, SC 29212

Or Hand Carried To:

Administrative Office

Irmo Chapin Recreation Commission

5605 Bush River Road

Columbia, SC 29212

SUBMITTER INFORMATION

Vendor Name: _____

Street Address/PO Box: _____

City, State, Zip Code: _____

Federal I.D./SSN: _____

Contact Person: _____

E-mail Address: _____

Telephone Number: _____

Facsimile Number: _____

MUST BE SIGNED TO BE VALID

I understand that Irmo Chapin Recreation Commission (ICRC) reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers more favorable to ICRC's interest, and the right to waive minor irregularities in the procedures. ICRC further reserves the right to reject all proposals and seek new proposals when such procedure is reasonably in the best interest of ICRC. ICRC also reserves the right to award portions of this bid to separate vendors. I also certify that this proposal is made in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Authorized Signature: _____

Name (typed or printed): _____

Title: _____

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I. BACKGROUND

The Irmo Chapin Recreation Commission (ICRC) is a special purpose district formed in 1969 to serve community members living in the Lexington County portion of School District Five. Five Commissioners appointed by the Governor of the State of South Carolina are responsible for policy making decisions and setting goals for the future development of the agency. ICRC currently operates four parks: Crooked Creek Park, Melvin Park, Seven Oaks Park and Saluda Shoals Park, which provide an array of recreation opportunities for youth, teens, adults, seniors and people with special needs. In addition, daily after-school and summer camp programs provide quality recreational programming to more than one thousand elementary and middle school children in the district. These objectives have resulted in annual park visitation in excess of 1,600,000. To learn more about the ICRC park system, please visit our website at www.icrc.net.

II. INTRODUCTION AND PURPOSE OF RFP

The Irmo Chapin Recreation Commission (ICRC) is seeking ‘*Requests for Proposals*’ (RFPs) from qualified Parking Access & Revenue Control System vendors to propose a solution to implement, train, test and support a access control gate solution in order to meet current and future information systems demands, while ensuring industry standard compliance, security, network performance as well as ensuring all third-party software is successfully operational.

The project goals & objectives of ICRC are:

- Acquire a modern Parking Access & Revenue Control System that effectively processes the volume and type of transactions required by ICRC.
- Improve efficiency of customer engagement and overall business performance.
- Implement a user-friendly intuitive system across the agency.
- Provide smooth and seamless integration between the Parking Access & Revenue Control System and Parking Access & Revenue Control System used by ICRC.
- Take advantage of continuing advancements in functionality and technology that would enable future improvements in overall business performance and customer engagement.

From a technology viewpoint, ICRC’s vision is a cloud-based solution that is supported by the Respondent. Respondents should ensure that their proposed offering addresses the various services requested in this RFP. Cost schedules should be developed to support the Respondent’s proposal.

III. CALENDAR OF EVENTS

Distribution Date:

22 August 2025

Questions Deadline

**5 September 2025,
2:00 PM EST.**

- Responses will be sent to the Information Technology Manager via email at ajames@icrc.net.

Submittal Deadline:

**15 September 2025,
2:00 PM EST.**

- Proposals shall be delivered or hand carried to 5605 Bush River Road, Columbia, SC 29212, ATTN: Alex James, RFP – Access Control Gate

Presentation of Proposals:

24-26 September 2025

- Presentations can be completed in person. Presentation times will be coordinated through ICRC Information Technology Manager via email at ajames@icrc.net.

Tentative Contract Start Date:

15 October 2025

IV. SCOPE OF WORK

4.0.00 This Request for Proposal is for a term contract to provide a solution to implement, train, test and support Parking Access & Revenue Control System in order to meet current and future information systems demands, while ensuring industry standard compliance, security, network performance as well as ensuring all third-party software is successfully operational.

4.1.00 SOFTWARE SCOPE

This software scope section should provide high level descriptions of modules/functions to be included in the software solution proposal, organized in accordance with the outline below.

The Respondent should provide software applications and all other licensed business applications that fulfill ICRC's business, general and technical requirements, to include, but not limited to, the following functional areas:

Irmo Chapin Recreation Commission is seeking a parking system that should include:

Park Entry Equipment

- One (6) entry station
- One (6) barrier gate & straight arm
- One (6) VoIP intercom & remote gate open
- Vehicle loops and detectors – required quantity to be proposed.

Parking Lot Exit Equipment

- One (4) entry station
- One (4) barrier gate & straight arm
- One (4) VoIP intercom & remote gate open
- Vehicle loops and detectors – required quantity to be proposed.

Other Equipment

- One (2) pay on foot station
- One (2) pay on foot station credit card only
- One (2) validation terminal
- One (1) parking server & parking management software

Optional Equipment

- Two (2) proximity card reader & controller
- Two (2) license plate reader & controller

Proposed Parking Access & Revenue Control System Equipment

Vendors should include equipment details, breakdown of what is included, specifications, and all pertinent information related to the proposed Equipment.

Vendors should attach documentation and clearly cross reference it to the respective schedule.

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Entry Station Specifications	YES	NO	COMMENTS
1.1	Please provide an image of the full front of the Entry Station.	<input type="checkbox"/>	<input type="checkbox"/>	
1.2	Entry Stations are manufactured from stainless steel with powder coat gloss-finish paint.	<input type="checkbox"/>	<input type="checkbox"/>	
1.3	Entry Stations are equipped with a touchless/wave ticket button that may not be activated unless a vehicle is present.	<input type="checkbox"/>	<input type="checkbox"/>	
1.4	Entry Stations are equipped with a thermal barcode ticket printer that issues a ticket in under three seconds, allows only one ticket to be printed per vehicle, and shall retract any tickets that are not taken by the vehicle driver.	<input type="checkbox"/>	<input type="checkbox"/>	
1.5	Entry Stations shall issue unique ticket numbers in a human readable format as well as an encrypted QR code format that has the full ticket detail that may be	<input type="checkbox"/>	<input type="checkbox"/>	

	read/rated if a Station is off-line.			
1.6	Entry Stations are equipped with a 12" sunlight readable, full-color LCD that allows for customizable text and images. Please provide a video or screenshots of a typical entry screen sequence of an End User.	<input type="checkbox"/>	<input type="checkbox"/>	
1.7	Entry Stations are equipped with a thermostatically controlled heater.			
1.8	Entry Stations are equipped with a voltage regulating UPS.	<input type="checkbox"/>	<input type="checkbox"/>	
1.9	Entry Stations have a call for assistance intercom that may call sequential or simultaneous phone numbers based on specified date & time rules, or call an Android or iPhone app, and shall allow the recipient to remotely open the barrier gate arm from the recipient's phone.	<input type="checkbox"/>	<input type="checkbox"/>	
1.10	Entry Stations have a call for assistance intercom that offers video capability to view the caller via an Android or iPhone app.	<input type="checkbox"/>	<input type="checkbox"/>	
1.11	Entry Stations are equipped with RFID readers that allow Employees or other Monthly Card holders to access the parking area during specified times.	<input type="checkbox"/>	<input type="checkbox"/>	

1.12	Entry Stations are equipped with 12" color LCD, cabinet mounted Lot Open/Full Sign that is visible to drivers turning into the Entry Lane. Please provide a photo or video of the view for an End User.	<input type="checkbox"/>	<input type="checkbox"/>	
1.13	Entry Stations connect to a stand-alone Lot Open/Full cabinet sign. Please provide a photo or video of the view for an End User.	<input type="checkbox"/>	<input type="checkbox"/>	
1.14	Entry Stations are equipped with cameras facing the driver and barrier gate arm & network video recorder (NVR).	<input type="checkbox"/>	<input type="checkbox"/>	

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Exit Station Specifications	YES	NO	COMMENTS
2.1	Please provide an image of the full front of the Exit Station.	<input type="checkbox"/>	<input type="checkbox"/>	
2.2	Exit Stations are manufactured from stainless steel with powder coat gloss-finish paint.	<input type="checkbox"/>	<input type="checkbox"/>	
2.3	Exit Stations are equipped with a barcode scanner that reads encrypted QR code format that has the full ticket detail that may be read/rated if a Station is off-line.	<input type="checkbox"/>	<input type="checkbox"/>	

2.4	Exit Stations are equipped with a single-slot EMV card reader for chip and magnetic strip insertion. Additionally, the tap reader shall read Apply Pay, Google Pay and NFC payment cards.	<input type="checkbox"/>	<input type="checkbox"/>	
2.5	Exit Stations are equipped with credit card readers that process transactions in real-time. In the event of Internet or network disruption, off-line approvals utilizing EMV-compliant Store and Forward (SAF) process.	<input type="checkbox"/>	<input type="checkbox"/>	
2.6	Exit stations are equipped with a bill acceptor and coin acceptor.	<input type="checkbox"/>	<input type="checkbox"/>	
2.7	Exit Stations are equipped with a thermal barcode ticket printer that issues a receipt in under three seconds and retracts any receipts that are not taken by the vehicle driver.	<input type="checkbox"/>	<input type="checkbox"/>	
2.8	Exit Stations are equipped with a 12" sunlight readable, full-color LCD that allows for customizable text and images. Please provide a video or screenshots of a typical entry screen sequence of an End User, including common credit card error messages.	<input type="checkbox"/>	<input type="checkbox"/>	
2.9	Exit Stations are equipped with a thermostatically controlled heater.	<input type="checkbox"/>	<input type="checkbox"/>	
2.10	Exit Stations are equipped with a voltage regulating UPS.	<input type="checkbox"/>	<input type="checkbox"/>	

2.11	Exit Stations have a call for assistance intercom that may call sequential or simultaneous phone numbers based on specified date & time rules, or call an Android or iPhone app, and shall allow the recipient to remotely open the barrier gate arm from the recipient's phone.	<input type="checkbox"/>	<input type="checkbox"/>	
2.12	Exit Stations have a call for assistance intercom that offers video capability to view the caller via an Android or iPhone app.	<input type="checkbox"/>	<input type="checkbox"/>	
2.13	Exit Stations are equipped with RFID readers that allow Employees or other Monthly Card holders to exit the parking area during specified times.	<input type="checkbox"/>	<input type="checkbox"/>	
2.14	Exit Stations are equipped with cameras facing the driver and barrier gate arm & network video recorder (NVR).	<input type="checkbox"/>	<input type="checkbox"/>	

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Barrier Gates & Arms Specifications	YES	NO	COMMENTS
3.1	Please provide an image of the barrier gate.	<input type="checkbox"/>	<input type="checkbox"/>	
3.2	Barrier Gates are manufactured from stainless steel with powder coat gloss-finish paint.	<input type="checkbox"/>	<input type="checkbox"/>	

3.3	Barrier gates are equipped with a direct driver or servo motor with programmable arm speeds.	<input type="checkbox"/>	<input type="checkbox"/>	
3.4	Barrier gates are equipped these safety features: arm prevented from closing when vehicle is present, auto-reverse upon contacting obstruction, audible warning alarm sound, red LED changes to green when safe to pass, high visibility reflective strips on arm visible up to 500'. Please list any other safety features available.	<input type="checkbox"/>	<input type="checkbox"/>	
3.5	Barrier Gates have engineered break points for forward motion force and up/down force.	<input type="checkbox"/>	<input type="checkbox"/>	
3.6	Barrier Gates are equipped with a built-in receiver & remote transmitter.	<input type="checkbox"/>	<input type="checkbox"/>	
3.7	Barrier Gates are equipped with a thermostatically controlled heater.	<input type="checkbox"/>	<input type="checkbox"/>	
3.8	Barrier Gate Arms are made of aluminum or equivalent material.	<input type="checkbox"/>	<input type="checkbox"/>	
3.9	Barrier Gate Arms are reflective.	<input type="checkbox"/>	<input type="checkbox"/>	

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Walk Up Pay Station Specifications	YES	NO	COMMENTS
4.1	Please provide an image of the full front of the Walk Up Pay Station.	<input type="checkbox"/>	<input type="checkbox"/>	

4.2	Walk Up Pay Stations are equipped with a 12" sunlight readable, full-color LCD that allows for customizable text and images. Please provide a video or screenshots of a typical entry screen sequence of an End User, including common credit card error messages.	<input type="checkbox"/>	<input type="checkbox"/>	
4.3	Walk Up Pay Stations are equipped with a barcode scanner that reads encrypted QR code format that has the full ticket detail that may be read/rated if a Station is off-line.	<input type="checkbox"/>	<input type="checkbox"/>	
4.4	Walk Up Pay Stations are equipped with a single-slot EMV card reader for chip and magnetic strip insertion. Additionally, the tap reader shall read Apply Pay, Google Pay and NFC payment cards.	<input type="checkbox"/>	<input type="checkbox"/>	
4.5	Walk Up Pay stations are equipped with a bill acceptor and coin acceptor.	<input type="checkbox"/>	<input type="checkbox"/>	
4.6	Walk Up Pay Stations are equipped with a thermal barcode ticket printer that issues a receipt in under three seconds and retracts any receipts that are not taken by the vehicle driver.	<input type="checkbox"/>	<input type="checkbox"/>	
4.7	Outdoor Walk Up Pay Stations are equipped with a thermostatically controlled heater.	<input type="checkbox"/>	<input type="checkbox"/>	
4.8	Walk Up Pay Stations are equipped with a voltage regulating UPS.	<input type="checkbox"/>	<input type="checkbox"/>	
4.9	Walk Up Pay Stations have a call for assistance intercom that may call sequential or simultaneous	<input type="checkbox"/>	<input type="checkbox"/>	

	phone numbers based on specified date & time rules, or call an Android or iPhone app, and allow the recipient to remotely open the barrier gate arm from the recipient's phone.			
4.10	Walk Up Pay Stations have a call for assistance intercom that offers video capability to view the caller via an Android or iPhone app.	<input type="checkbox"/>	<input type="checkbox"/>	
4.11	Walk Up Pay Stations are equipped with a barcode scanner.	<input type="checkbox"/>	<input type="checkbox"/>	
4.12	Pay On Foot Station has bill payment & dispensing (2 note) capabilities.	<input type="checkbox"/>	<input type="checkbox"/>	

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Validation Terminal Specifications	YES	NO	COMMENTS
5.1	Validation Terminal is a handheld or designed with a small footprint, to enable installation in areas with limited desk/counter space.	<input type="checkbox"/>	<input type="checkbox"/>	
5.2	Validation Terminal is equipped with a touch screen display for enhanced usability.	<input type="checkbox"/>	<input type="checkbox"/>	
5.3	Validation Terminal can provide discounts by dollar or percentage amounts, with all discounts available for staff selection on a per validation basis.	<input type="checkbox"/>	<input type="checkbox"/>	
5.4	Validation Terminal can be used in conjunction with pre-printed Coupons (not either or).	<input type="checkbox"/>	<input type="checkbox"/>	

		ABILITY TO MEET SPECIFICATION (checklist ✓)		
	Parking Server with Parking Management Software Specifications	YES	NO	COMMENTS
6.1	Parking databases are locally hosted as well as cloud-hosted to ensure system performance during Internet disruptions.	<input type="checkbox"/>	<input type="checkbox"/>	
6.2	The software solution allows unlimited users with customized permissions (view, edit, none) access to every section of the software	<input type="checkbox"/>	<input type="checkbox"/>	
6.3	The software solution provides full audit history for all changes made, including the data before the change, after the change, the logged in user that made the change, timestamp and IP address. Please provide a screenshot of the history logging.	<input type="checkbox"/>	<input type="checkbox"/>	
6.4	Vendor will ensure that Purchaser has all licenses required to use any software that may be supplied by the successful Vendor pursuant to this Agreement. The commissioned Equipment will be fully licensed and legal.	<input type="checkbox"/>	<input type="checkbox"/>	
6.5	In the event of network loss, the Exit Station shall not lose any data and shall queue all transactions to be communicated to the server upon network connection.	<input type="checkbox"/>	<input type="checkbox"/>	
6.6	The locally hosted parking database and server utilize a voltage regulating UPS.	<input type="checkbox"/>	<input type="checkbox"/>	

The Respondent shall deliver all products and services required to support the proposed business application software and enable the business processes in the functional areas identified above. It is important to ICRC that the delivered components are tightly integrated as part of the comprehensive solution. ICRC, at its discretion, reserves the right to add or remove functionality or modules and the associated services prior to contract award.

4.2.00 PROPOSED BUSINESS SOFTWARE APPLICATIONS:

1. Provide an overview of the Respondent's comprehensive software solution, modules/function proposed, and the integration of the modules proposed to meet ICRC's requirements. This section is intended to give a high-level overview of the product(s) offered.
2. Provide a detailed product summary chart that lists:
 - The modules/functions within the software application.
 - The release level/version of the products to be used.
 - The next release/version level to be released; and
 - The planned release date of the next release/version.
3. Provide a description of all application software modules/functions (including third-party and data analytics/reporting applications) necessary to meet the requirements specified in this RFP. For each module/function, the Respondent must summarize the key features and functions of that module, as well as the major integration points of the module.
4. Provide a general understanding of relationships and dependencies between software modules.
5. Describe the features of your user interface that makes the system easy to learn and use for both novice and expert users. Include features such as help screens, navigation aids, online manuals, configurable menus, configurable hot keys, configurable tab order, search tools, using multiple windows, etc. Include a description of how the interface can be configured to ICRC's specific business processes and rules.
6. Provide a comprehensive description of data transfer process from old systems to recommended Parking Access & Revenue Control System.

4.2.01 APPLICATION ARCHITECTURE

Please describe the architecture that supports the proposed Parking Access & Revenue Control System application. At a minimum, identify the following:

- Hardware platforms.
- Operating systems.
- Software components; and
- Database and middleware

ICRC is concerned about system availability and performance during peak usage times. Describe Respondent's approach to scale the application in response to spikes in demand. Can the software and hosting architecture allow 24-hour access (no scheduled downtime) during these periods?

Desktop/Browser

Identify the minimum and recommended desktop configuration requirements. Catalog the web browsers (including minimum release level) that are compatible with your system.

Self-Service/Mobile Capabilities

Describe the overall approach to self-service functionality embedded in the proposed Parking Access & Revenue Control System.

Describe the Respondent's strategy and software compatibility with mobile devices, including iOS, Android, Windows Phone or other platforms. Describe whether a responsive mobile version of the application exists, and which mobile operating systems are supported.

Describe common functions or applications that can be accessed on these platforms in the delivered solution as well as a high-level overview of what features/functions cannot be accessed via a mobile version of the application.

Security

Respondents should describe the security approach with the Parking Access & Revenue Control System. The system should provide application controls to prevent unauthorized use of the system, maintain ICRC's process controls, and log all transactions. In addition, the system shall provide security to limit availability to application functionality, software screens, data records, data elements and data element values where appropriate. This description should address, but is not limited to:

- Single sign-on and ability to integrate with identity management solutions.
- Data encryption both in transit and at rest (indicate if there is additional cost for encryption of data at rest).
- Any support for third-party data encryption.
- Built-in multi-factor identification capability and/or support for third-party multi-factor authentication.
- Configurability of security.
- Role-based authorizations, including any workflow to automate security provisioning.
- Database access.
- Data privacy.
- Handling confidential data; and
- Preservation and auditability of data and changes

Describe how the system security will limit users to view and update information for only their assigned permissions.

Describe how security roles are added/removed when changes occur (i.e., user changes dept). Describe any automation capabilities to streamline the addition or removal of security role when personnel changes occur.

Describe how the proposed Parking Access & Revenue Control System will provide a detailed audit trail to allow the authorized user to trace the history of all changes in user data or in system configuration. How does ICRC facilitate the audit of security accounts, roles and access?

Are there any system functions that are available within the network that are not available to users outside the network?

How is data validity and integrity assured?

Describe any capabilities for records retention in the event of a legal hold or litigation.

Data Management Capabilities

Describe any data management capabilities, including any proposed data cleansing, data conversion, and data migration tools. How can we ensure the integrity of converted data, such as enforcement of field rules or business rules, or application of data edits? Describe the tools/accelerators available to support the conversion and migration of data from our current system to the proposed Parking Access & Revenue Control System. Are these tools provided with the proposed Parking Access & Revenue Control System or from third parties?

Training

Describe the level, timing, and pedagogical approach to training ICRC's technical and functional users of the system.

Data Analytics and Reporting

The Respondent should propose an analytics/reporting strategy for the proposed Parking Access & Revenue Control System including:

- Data analytics and reporting capabilities inherent in the Parking Access & Revenue Control System, and additional data/analytics/reporting tools that may help ICRC further its analytics/reporting strategy.
- Ability to create ad-hoc reports.
- Ability to export data/reports into other formats (i.e. pdf, excel, graphs, etc.)

Key Differentiators

Describe the features and functions of the proposed Parking Access & Revenue Control System that you believe are unique to your offering and differentiate your solution.

Optional Products/Services

In addition to the requirements and other specifications in this Parking Access & Revenue Control System, ICRC is willing to consider any alternative or innovative products, services or approaches from the Respondent that would result in improved outcomes, better functionality, lower cost and/or lower risk to ICRC. These might include alternative implementation timelines or deployment approaches, various products or approaches to the integration of the Parking Access & Revenue Control System data with other systems. ICRC invites the Respondent to present concisely these suggested changes here. Any product or service presented in response to this section must be an optional added value component and not required to meet a requirement or specification from this solicitation. ICRC may or may not consider any proposed alternatives. The costs associated with any of these alternatives may be presented in the Cost Proposal as 'optional costs.'

Software Vendor Support. The Respondent will provide responses regarding the proposed support procedures and policies for the proposed software, organized in accordance with the outline below.

Software Licensing

Respondent should include a copy of each proposed Software License and Annual Maintenance Agreement for all proposed software, including third-party software.

Respondent should provide an explanation of the software licensing or subscription fee basis upon which costs have been calculated (i.e., number of users, number of transactions, etc.).

Software Maintenance and Customer Support Services

Respondents should describe the proposed maintenance and support plan, including general service-level commitments offered under this support agreement. Maintenance and support information should outline the following:

- Comprehensive customer support strategy.
- Definition of the level of proposed support. If alternative maintenance and support plan levels exist (i.e., platinum, gold, silver), provide a description of each alternative plan available to ICRC.
- Telephone support (i.e., toll-free hotline, hours of operation, availability of 24 x 7 hotline).
- Online support (i.e. “Web chat”, ability to submit and check status of issues, remote dial-in, Web site access to patches, fixes and knowledge base).
- Problem reporting, resolution and escalation procedures (i.e., severity levels and response times).
- Process for requesting a new single point of contact, if ICRC desires such.
- Procedures for bug fixes, patches and enhancements.

What involvement or contribution can ICRC expect from the Primary Parking Access & Revenue Control System Provider during the implementation projects?

Software Updates and Upgrades

The Respondent should keep all software current.

The Respondent should describe its upgrade strategy for the proposed software, an overview of its upgrade strategy, what support capabilities and tools are provided to facilitate the upgrade process, and the number of software versions that are currently supported.

The Respondent should also explain how its upgrade process affects user-defined fields, user-defined tables, and other configuration items. Is there any assurance that updates will not break existing configurations and/or supported interfaces?

If third-party applications are proposed, describe the impacts if either the Parking Access & Revenue Control System or the third-party application is upgraded, and support responsibilities for each software product. How soon after release of a new third-party update will it be integrated into the overall solution?

What is the typical new functionality release schedule? Does this include mobile apps?

Describe the release process for new functionality. How are they tested? How are these managed and migrated to production? Are clients forced to make updates and, if so, how often?

Describe the process for bug fixes. Is there commitment to how quickly bugs will be identified and resolved, or a workaround implemented?

4.3.00 SERVICES SCOPE

This Services Scope section provides a high-level description of the services to be included in the proposal. These services will be addressed in detail in the agreements between ICRC and the Respondent.

4.3.01 PROJECT MANAGEMENT SERVICES

The Respondent shall provide Project Management services involving discovery, planning, design, development, testing, deployment, from project start to project closing, so that all project processes, intermediate milestones, and final deliverables are completed according to preset specifications of time and quality. To this end, the Respondent will provide a general overview of the Project management methodology, and specifically to the Parking Access & Revenue Control System deployment that the Respondent deems essential elements for project success.

4.3.02 HOSTING SERVICES

The Respondent shall provide hosting services for the pre-production (development) and production infrastructure required for the management and operation of the proposed Parking Access & Revenue Control System and other applications or tools included in the Respondent's response. The Respondent shall provide a platform with sufficient capacity to handle ICRC's needs and maintain all agreed service levels during the term of the contract.

All hosting services must adhere to the following standards and specifications:

- Provide for hosting through data center(s) that comply with, at a minimum, Tier Three (3) data center standards.
- Reside at data center(s) within a 4-hour time difference of EST.
- Provide high availability and access to the required instances, with scheduled maintenance times approved by ICRC.
- Support the scheduling of down-time in coordination with ICRC to minimize the impact of down-time windows.
- Meet a response time standard of less than three (3) seconds for screen-to-screen for 95% of all transactions and less than one (1) second for field-to-field activity (tabbing between fields on a screen) for 95% of all transactions.
- Provide capacity management, which refers to support components (i.e., CPU, memory, disk space, network bandwidth) to ensure sufficient infrastructure resources to satisfy ICRC's application requirements.
- Provide consistent and up-to-date security for the software environment.

4.3.03 MANAGED APPLICATION SERVICES

The Respondent shall provide comprehensive management of all licensed applications, tools, utilities and other software items required for proper operation and maintenance of the proposed solution. These services commence with the pre-production infrastructure and will continue with the production infrastructure. The specific usage, timing and levels of services will be addressed in the agreements, including appropriate Service Level Agreements (SLAs), between ICRC and the Respondent.

The Respondent shall provide:

1. Acquisition, provisioning, installation, and maintenance of operating system, database software and operational/monitoring software as well as installation and management of Parking Access & Revenue Control System and all components needed to support ICRC at the agreed usage levels.
2. Application of all patches, fixes, upgrades, new releases and other software changes to keep all licensed software at the current level.
3. Notification of new patches, fixes, upgrades, new releases and other software changes for all licensed products; assessment of impact of changes; options available for installation; updated documentation; and training on new functionality.
4. Telephone, and onsite support as required, of the platform and all licensed software within agreed support response times.
5. Allowance for services for development of customized applications, such as integrations or interfaces to the recreational software or needed custom reports.
6. Comprehensive and proactive monitoring and reporting of ICRC's cloud-based performance, security, availability and other ICRC metrics as agreed.

V. COST PROPOSAL

- 5.0.00** The Respondent shall submit a detailed cost proposal to include all aspects of providing the scope of products and services associated with this RFP. The pricing submitted as part of the proposal shall be considered a valid offer.

The Cost Proposal shall consist of:

1. As a narrative response to this section, Respondents should document and submit all cost-related assumptions and other information necessary for ICRC personnel to thoroughly understand each Cost Schedule. If the cost assumption pertains to a particular line item or element on a cost schedule, the reference for the assumption should be provided.
2. Respondent shall submit a detailed, line-item cost proposal. Failure to provide the cost information fully may lead to a determination that the proposal is non-responsive.

Summary Presentation Schedule

This schedule must reflect all costs required to acquire, implement and host the Parking Access & Revenue Control System, summarizing all costs in the subsequent schedules. Additionally, Respondents should document all cost-related assumptions in the Cost Proposal as described above.

Schedule 1: General Costs

This schedule should be completed by Respondents. The schedule is comprised of four (4) sections. Instructions for each section are provided below:

- *Section 1 – Software Licensing Cost* – This section should list the licensed software product(s) being proposed within this RFP. A fixed price for all software to be acquired should be provided. Assumptions and other information necessary for ICRC personnel to understand thoroughly the proposed pricing should be submitted as cost assumptions in the narrative response sections.
- *Section 2 – Software Annual Maintenance Cost* – This section should list the software annual maintenance cost for each software product proposed consistent within this RFP. Assumptions and other information necessary for ICRC personnel to understand.

thoroughly the proposed pricing should be submitted as cost assumptions in the narrative response to this section.

- *Section 3 – Pre-Production Hosting Cost* – This section should list pre-production hosting cost components, the basis for the costs, any initial setup costs and the monthly recurring costs. Additional assumptions and other information necessary for ICRC personnel to understand thoroughly the proposed pricing should be submitted as a cost assumption in the narrative response to this section.
- *Section 4 – Production Hosting Cost* – This section should list production hosting cost components, the basis for the costs, any initial setup costs and the monthly recurring costs. It is anticipated that the required disaster recovery services would be included in this section. Additional assumptions and other information necessary for ICRC personnel to understand thoroughly the proposed pricing should be submitted as a cost assumption in the narrative response to this section.

Schedule 2: Other Cost Components

Respondents should utilize this schedule to describe and reflect any additional costs for services, such as training or business process analysis, being proposed that were not reflected on ‘*Schedule 1: General Costs*’. Each cost component should include a description of the cost component, the basis for the cost component, and the proposed cost of the component. Assumptions and other information necessary for ICRC personnel to thoroughly understand the proposed cost components should be submitted as cost assumptions in the narrative response to this section.

Schedule 3: Payment Schedule

Respondents should provide a Payment Schedule. This schedule should reflect the estimated timing and payment amount for all payments required to match the Grand Total, All Costs from the Summary Presentation Schedule.

Schedule 4: Optional Costs

Respondents should utilize this schedule to describe and reflect any optional products or services presented in the proposal. These costs will not be included in the Summary Total Cost that is evaluated by ICRC. Any products or services presented here are considered nonessential or outside the requested scope by ICRC and are not required for ICRC’s operation per the requirements Hardware and Software Scope. Each cost component should include a description, the basis for each of the cost components, and the proposed cost of the component. Assumptions and information necessary for ICRC personnel to thoroughly understand the proposed pricing should be submitted as cost assumptions in the narrative response to this section, as described in this section of the RFP, under the heading, “Optional Costs”.

VI. ADMINISTRATIVE RULES FOR THE RFP

6.1.00 RESPONDENT’S RESPONSIBILITY TO READ RFP

It is the Respondent’s responsibility to thoroughly examine and read the entire RFP document. Failure of Respondents to acquaint themselves fully with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract.

6.1.01 ADDITIONAL INFORMATION INQUIRIES

All inquiries concerning this RFP should be directed to:

6.2.00 RECEIPT OF PROPOSALS

- 6.2.01** Proposals are to be submitted no later than **2:00 PM EST, October 2025** to the Irmo Chapin Recreation Commission (ICRC).

6.3.00 PREPARATION OF PROPOSALS

- 6.3.01** Each Respondent shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should a Respondent find discrepancies, ambiguities, or omissions in proposal documents, or should the Respondent be in doubt as to their meaning, Respondent shall at once request written clarification from the Information Technology Manager via email. The person submitting the Proposal shall be responsible for its prompt submission. Any interpretation or clarification of the proposal documents will be made via email.
- 6.3.02** No proposal will be considered by any firm that has failed to perform well on any other contract with the Irmo Chapin Recreation Commission (ICRC).
- 6.3.03** If the Respondent 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 Respondent 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 Respondent is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the Respondent is doing business. In any case, the proposal shall show the current business address of the Respondent which is to be used for receiving communications from ICRC.

6.4.00 DISQUALIFICATIONS OF RESPONDENTS

- 6.4.01** 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 a Respondent is interested in more than one proposal for the same work will cause the rejection of all proposals in which such Respondents are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the Respondents 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.

6.5.00 CORRECTIONS MADE BY RESPONDENT

- 6.5.01** Respondents are cautioned not to erase or strike over any **printed material** as set forth in this Request for Proposal. In quoting prices, wherever Respondent 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.

6.6.00 EVALUATION OF PROPOSALS

- 6.6.01** In evaluating the proposals, ICRC reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the Respondent deemed to best serve the interests of ICRC; and adopt any part or all of a proposal if it is judged in the best interests of ICRC.
- 6.6.02** Each proposal will be evaluated on the content of the Respondent's proposal, i.e., the burden of information clarification and research rests solely on each Respondent's effort and will be considered a reflection of interest and efficiency.
- 6.6.03** During the review process, the review panel shall have the right to request from Respondents 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 a Respondent to promptly provide such requested information or evidence shall be sufficient grounds for determining the Respondent to be non-responsive and for rejection of the proposal.
- 6.6.04** The Irmo Chapin Recreation Commission reserves the right to contact a Respondent for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the Respondent that is deemed appropriate and would assist in the evaluation.
- 6.6.05** 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.

6.7.00 EVALUATION CRITERIA

ICRC intends to award a contract resulting from this Request for Proposal to the responsive and responsible Respondent whose proposal is determined to be the most advantageous to ICRC taking into consideration the evaluation factors set forth herein. ICRC reserves the right to reject any and all proposals or any part thereof, to waive informalities, and to accept the proposals deemed most favorable to ICRC. ICRC shall be the sole judge of whether a proposal meets the requirements of this Request for Proposal.

ICRC will not be responsible for any costs associated with interviews with responders or demonstrations. Each response will receive a complete evaluation and will be scored on the following items:

A. Functionality, Capability and Data Transfer Solution

Respondents will be evaluated based on factors within this category, to include but are not limited to:

- Functionality and quality of Parking Access & Revenue Control System
Data transfer recommendation
- User experience and ease of use
- Demonstrated fit with ICRC’s business needs.

B. Services

Respondents will be evaluated based on factors within this category, to include but are not limited to:

- Project Management Services
- Hosting Services
- Managed Application Services

C. Cost

Respondents will be evaluated based on the cost of the specific components and services, which comprise the overall system, including annual maintenance cost, licensing and any additional associated costs.

Failure of any Respondents to provide in their proposals any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the Respondent.

6.8.00 BASIS FOR AWARD

6.8.01 An award resulting from this request shall be awarded to the responsive and responsible Respondent(s) whose proposal is determined to be most advantageous in all phases to ICRC, 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, ICRC will be the sole judge as to whether an Respondent's proposal has or has not satisfactorily met the requirements of this RFP.

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

6.9.00 ORAL PRESENTATIONS

6.9.01 Based on the results of the preliminary evaluation, the highest rated Respondent(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 Respondents. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified Respondent. At the time the proposed contract is negotiated, the Respondent and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of ICRC. If a satisfactory proposed contract cannot be negotiated with the highest qualified Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified Respondent and so on. The Committee will make appropriate recommendations(s) to the Executive Director prior to actual award of contract.

6.9.02 Each Respondent who submits a response to this Request for Proposal may be required to make an oral presentation of the submitted proposal to ICRC. Such presentations provide an opportunity for the Respondent to clarify the proposal, to ensure mutual understanding, and will in no way change the Respondent's original proposal. Subsequent travel expenses by the Respondent will be at the Respondent's expense.

6.9.03 Respondents are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Information Technology Manager 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 Respondents are capable of submitting to ICRC. Should proposals submitted require additional clarification and/or supplementary information, Respondents should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

6.10.00 CONTRACTING

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

6.11.00 AMENDMENTS

6.11.01 All amendments to and interpretations of this solicitation shall be in writing. ICRC shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by ICRC in writing or in this RFP should be used in preparing responses. All contacts that a Respondent may have had before or after receipt of this RFP with any individuals, employees, or representatives of ICRC 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.

6.12.00 ICRC RESPONSIBILITY TO PROPOSAL

6.12.01 This solicitation does not commit ICRC to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure our contract for the articles of goods or services. ICRC 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 ICRC to do so. If the proposal fails to conform to the essential requirements of the RFP, ICRC 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.

6.13.00 TERMINOLOGY

6.13.01 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 Respondent in these situations.

6.14.00 PROHIBITION OF GRATUITIES

6.14.01 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 prohibited.

6.15.00 PROPRIETARY/CONFIDENTIAL INFORMATION

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

6.15.02 All Respondents 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 part 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 Respondent.

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

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

6.16.00 OWNERSHIP OF MATERIAL

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

6.17.00 DISCUSSIONS/NEGOTIATIONS

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

6.18.00 MINIMUM QUALIFICATIONS

6.18.01 ICRC reserves the right to determine whether Respondents have the minimum qualifications to perform a contract of this type. The determination by ICRC concerning Respondent qualifications shall be final.

6.19.00 RIGHT TO PROTEST

6.19.01 Any prospective proposer, Respondent, and/or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Information Technology Manager within ten (10) calendar days of the date of issuance of the Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposer, Respondent, and/or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the Information Technology Manager within ten (10) calendar days of the notification of award. The protest shall be in writing and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

6.20.00 WITHDRAWAL OF PROPOSALS

6.20.01 A Respondent may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by written response via email. Withdrawal is the sole responsibility of the Respondent.

VII. PROPOSAL PRESENTATION

7.1.00 DELIVERY OF PROPOSALS

7.1.01 Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the Irmo Chapin Recreation Commission's address listed on the *"REQUEST FOR PROPOSAL – SIGNATURE/COVER SHEET"*. **Respondents must complete and submit all forms included in this RFP.** Failure to include all forms may result in disqualification of the Respondent's proposal. No call-in, email, or faxed responses will be accepted. The Respondent remains solely responsible for ensuring that their response is received at the time, date, and location specified. ICRC assumes no responsibility for any response not so received, regardless of whether the delay is caused by the courier service(s) or some other act or circumstance. Responses received after the time specified in this RFP will not be considered and will be disqualified. Each Respondent shall provide one (1) original, signed proposal with six (6) additional copies and, if applicable, one (1) redacted copy.

7.1.02 NO AWARD WILL BE MADE AT BID OPENING. Only names of Respondents and a preliminary determination of proposal responsiveness will be made at this time.

7.1.03 All proposals should be concise and clear and should convey all the information requested by ICRC. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

7.1.04 There is no intent to limit the contents of proposals. Respondents may include any information deemed pertinent in addition to that outlined within this RFP. 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.

7.1.05 ICRC reserves the right to reject any or all proposals as a whole or in part.

7.2.00 PERSONNEL

Respondents must identify in this section each member of its staff who will or might 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 Respondent must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion.

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 of ICRC. All requested substitutions 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 individuals authorized to conduct negotiation.

7.3.00 UNDERSTANDING OF THE PROJECT

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

7.4.00 TREATMENT OF ISSUES

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

7.5.00 RFP FORMS

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

1. Non-Collusion Affidavit,
2. Certificate of Familiarity.

VIII. OVERVIEW OF REQUIREMENTS

8.1.00 APPENDIX

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

IX. CONTRACTUAL REQUIREMENTS

9.1.00 RESPONDENT RESPONSIBILITY

- 9.1.01** The contractor shall provide all the proposed work and services as finally agreed upon and accepted by ICRC. Each Respondent 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 a Respondent to acquaint himself/herself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

9.2.00 AFFIRMATIVE ACTION

- 9.2.01** 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.

9.3.00 SC LAW CLAUSE

- 9.3.01** 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 Respondent from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the Respondent agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina and the Irmo Chapin Recreation Commission, 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.

9.4.00 COMPLIANCE WITH LAWS

The contractor shall keep fully informed of all existing and future state and federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Information Technology Manager, 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 ICRC, 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.

9.5.00 INDEMNIFICATION

9.5.01 The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse ICRC, 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.

9.5.02 ICRC shall promptly notify the contractor of any civil or criminal action 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 all actions or suits or join in the defense. Nothing herein shall be construed to prevent ICRC from defending their own interest.

9.6.00 EQUAL EMPLOYMENT OPPORTUNITY

9.6.01 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 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.

9.7.00 SOUTH CAROLINA STATE AND LOCAL TAX LAW

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

9.8.00 GOVERNING LAW

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

9.9.00 ATTORNEY FEES

In the event that ICRC 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, ICRC may seek attorney fees from contractor and contractor will pay to ICRC 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.

9.10.00 ASSIGNMENT AND MODIFICATION

9.10.01 The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon ICRC in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of ICRC; such consent to be within the sole discretion of ICRC. Any change in majority ownership or

operational control of contractors shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

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

9.11.00 SUBCONTRACTING

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

9.12.00 INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES

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

9.13.00 DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act (See Section 44-107-30). This will certify to ICRC your compliance.

9.14.00 PAYMENT TERMS

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

9.15.00 TERMINATION

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

shall become the property of ICRC. ICRC's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

9.15.02 Non-Appropriation: If ICRC fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to ICRC.

9.15.03 Termination for Convenience: ICRC, by written notice, may terminate this contract as a whole or in part, when it is in the best interest of the ICRC.

9.16.00 ILLEGAL IMMIGRATION & PUBLIC CONTRACTS

9.16.01 In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."

X. SPECIAL PROVISIONS

10.1.00 CHANGES

10.1.01 ICRC has the right to add or delete services within scope at a later date.

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

10.1.03 The amount and types of insurance required should be 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 below described. 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:

10.2.00 INSURANCE

10.2.01 SCHEDULE

LIMIT

WORKERS COMPENSATION

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

\$1,000,000 (per occurrence)

Single Limit

Contractual Liability Independent

Contractors Personal Injury

Products - Completed Operations

PROFESSIONAL LIABILITY

\$1,000,000/\$2,000,000 (per occurrence)

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired

\$600,000 Combined (per occurrence or

tort claim liability, whichever is greater)

- 10.2.02** 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 ICRC. Before commencing any work here under, certificates evidencing the maintenance of said insurance shall be furnished to ICRC. ICRC, 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 ICRC, its officials, employees or volunteers. To accomplish this objective, ICRC shall be named as an additional insured under the contractor's insurance as outlined above.
- 10.2.03** The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's 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 Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 10.2.04** Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insurance provided whether primary, excess, and contingent or on another basis.
- 10.2.05** Each insurance required by ICRC 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 ICRC.
- 10.2.06** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.
- 10.2.07** All certificates and endorsements must be received and approved by ICRC within ten (10) days after notification of award.
- 10.2.08** ICRC, 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 ICRC may possess".

10.3.00 SOCIAL SECURITY

The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, 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 ICRC from any such contributions of taxes or liability hereof.

10.4.00 WORKER'S COMPENSATION COVERAGE

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 County from

claims under Worker's 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.