

**Rebid - RFP Number
02-11
A Request for Proposal for the
Spartanburg Parks Commission
Spartanburg, South Carolina**

Sealed Proposals must be delivered to the Office of Purchasing, address below, or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed Proposals must be received by 2:00pm, EST, September 28, 2010, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

**Rebid
Integrated Financial and Business Operation Systems for
the Spartanburg Parks Commission**

Submit: One (1) bound original copy and three (3) unbound black and white copies of the Proposal Package must be received on or before 2:00pm, EST, September 28, 2010.

Address To: Spartanburg Parks Commission
C/O Spartanburg County
Office of Purchasing
Room 1220
Attention: Mike Emory, Director of Purchasing

Mailing Address: P.O. Box 5666
Spartanburg, South Carolina 29304

Office Address: 366 North Church Street
Room 1220
Spartanburg, South Carolina 29303

E-mail Address: memory@spartanburgcounty.org

Mark Envelope: Outside of sealed Proposal Package must be marked:
Rebid - RFP # 02-11 "Integrated Financial and Business Operation Systems for the Spartanburg Parks Commission" followed by your firm name and address.

Deadline Enforced

Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.

INSTRUCTIONS TO PROPOSERS

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection. Proposal is to include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal, and costs of transportation to the required destination.
5. All costs incurred to prepare and submit this Proposal Package are the responsibility of the proposer.

CONDITIONS

1. Spartanburg Parks Commission/Spartanburg County reserves the right to reject any and all Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. In case of default by Proposer, the Parks Commission/County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. The right is reserved, in case of tie bids, to make award as considered being most advantageous to the Parks Commission/County.
6. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
7. Unless otherwise indicated by the Parks Commission/County prices must be firm.

**PROPOSAL FOR REBID - RFP #02-11 INTEGRATED FINANCIAL AND
BUSINESS OPERATION SYSTEMS FOR THE SPARTANBURG PARKS
COMMISSION**

Proposer has examined copies of all Proposal Documents, the Advertisement for Proposals,
and of the following Addenda (receipt of which is hereby acknowledged):

Addenda Number: _____ **Date:** _____

Addenda Number: _____ **Date:** _____

LUMP SUM PROPOSAL PRICE: \$ _____

VOLUNTARY ADD 1 PRICE: \$ _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, to furnish all items for base Proposal and all Proposal voluntary adds, at the prices set forth above, within _____ days after fax receipt of purchase order.

By: _____ Title: _____

Signature: _____ Date: _____

Address: _____

Telephone / Email: _____

Introduction

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the sixty-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

This RFP provides basic information regarding the Spartanburg Parks Commission's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", and "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the Spartanburg County Office of Purchasing of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The Spartanburg Parks Commission reserves the right to reject any and all Proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the Proposals submitted; and to award the contract based on the established criteria and according to the Proposal which best serves the interests of the Parks Commission.

This RFP is being issued for the Spartanburg Parks Commission by Spartanburg County Government, Office of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Mike Emory, Director of Purchasing, at the choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other Parks Commission or County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

Proposers are cautioned that any statements made by Parks Commission or County staff persons, which may materially change any portion of the Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addenda to the Proposal document. Any revisions to this RFP will be issued and distributed as an addenda.

Offerors who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Director of Purchasing.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

General Terms and Conditions

Purchasing Regulations: This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Office of Purchasing at (864) 596-2519. Spartanburg Parks Commission and Spartanburg County reserve the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the Parks Commission's/County's discretion, one or more firms may be engaged for this work.

Applicable Laws and Compliance: This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this Proposal, the Proposer certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;
The Federal Immigration Reform and Control Act of 1986;
The Americans with Disabilities Act

Public Record: Upon award, copies of the Proposals will be made available for public inspection, under the supervision of Office of Purchasing staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

Debarment Status: By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

Payment Terms and Invoices: Prices proposed must be based upon payment in thirty days, after invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703 or a preapproved formal document. Invoices must show the contract or purchase order number assigned by the Spartanburg County Office of Purchasing and shall be submitted by the Proposer to Spartanburg Parks Commission Office of Administrative Services.

Proposer Qualification: The Spartanburg Parks Commission may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Parks Commission all such information and data for this purpose as may be requested.

Assignment of Contract: A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg Parks Commission.

Changes to the Contract: By written notice to the Proposer, Spartanburg Parks Commission may, from time to time, make changes within the general scope of the contract. The Proposer shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

Entire Contract: The entire contract entered into by the Spartanburg Parks Commission and the Proposer shall consist of this Request for Proposal, any addendum issues, and the Proposal submitted by the Proposer. Collectively these materials shall comprise the Contract Documents.

Default: In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg Parks Commission, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

Termination of Contract: The performance of work, under the contract, may be terminated by the Spartanburg Parks Commission, in whole or in part, whenever the Parks Commission determines that termination is in the Parks Commission's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the Parks Commission without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the Parks Commission in whole or in part whenever the Parks Commission determines, in its sole discretion that the selected Proposer is not performing as set out in the Proposal. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

Indemnification: The selected Proposer covenants to save, defend, keep harmless, and indemnify the Spartanburg Parks Commission/Spartanburg County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.

Insurance: The Proposer shall procure and maintain during the life of the contract, Insurance Coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability. Original

Workers' Compensation policies are to be endorsed to include a waiver of subrogation in favor of the Parks Commission and County, its officers, officials, employees and agents.

For Automobile and General Liability insurance, the successful Proposers shall name the Parks Commission/ County, its officers, officials, employees and agents as Additional Insured with respect to liability arising from the performance of work contained in this proposal. All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided the Parks Commission/County. Should Proposer cease to have insurance as required during any time, all work of Proposer pursuant to this agreement shall likewise stop until insurance acceptable to the Parks Commission/County is secured.

The Proposer must agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

The Proposer shall agree to cause each subcontractor employed by Proposer to purchase and maintain insurance of the type specified herein, unless the Proposer's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the Parks Commission/County upon request of the Parks Commission/County.

Independent Consultant: The selected Proposer shall be legally considered an independent consultant and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the Spartanburg Parks Commission/Spartanburg County; and the Parks Commission/County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The Parks Commission/County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the Parks Commission/County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

Audit: The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg Parks Commission and Spartanburg County Government, authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

Fraud Policy: Proposers submitting Proposals to Spartanburg Parks Commission/Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

Additional Information: Spartanburg Parks Commission/Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may deemed necessary or desirable.

Proposer Obligation: In submitting a Proposal, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to

cancellation or relief from the contract because of any misunderstanding or lack of information.

Availability of Funds: By signing this Proposal, the Proposer agrees that the Spartanburg Parks Commission/Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

Notice of State Sales and any Use Tax: Failure to include all service costs, including any South Carolina state sales tax and any use tax, will result in the disqualification of the Proposer.

The Spartanburg Parks Commission and Spartanburg County Government reserves the right to accept or reject any or all Proposal Packages, parts thereof, and to waive any technicality when the best interest of the Parks Commission/County shall be served.

Spartanburg County

State of South Carolina Sales and Use Tax Acknowledgement Form

RFP No: _____
Proposal Name: _____
Proposer Information:
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____
State of South Carolina Sales Tax ID number: _____
Federal Tax ID number: _____

The signature below acknowledges that Proposer is aware of and has been notified that Proposal will not be accepted if Proposer does not turn in this form. In addition, proposer is aware that Spartanburg Parks Commission/Spartanburg County is not a State of South Carolina sales and use tax exempt Parks Commission/County and the Proposal shall be a lump sum which shall include the amount of all taxes, including any South Carolina state sales tax and any use tax which may be owed by Spartanburg County as a result of this Proposal Package.

If the Proposer does not provide the State of South Carolina Sales Tax ID number, Proposer will have to provide an itemized breakdown of the Proposal Package lump sum with any additions. This breakdown will show labor, materials, South Carolina sales and use taxes on materials, and must be attached with this form.

Proposer's Signature

Date Signed

Spartanburg County

Proposer's Fraud Acknowledgement Form

RFP No: _____
Proposal Name: _____
Proposer Information:
Proposer: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

Proposer's Signature

Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at www.spartanburgcounty.org under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

**LOSS PREVENTION
ELIGIBILITY REQUIREMENTS**

WHEREAS, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

WHEREAS, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

WHEREAS, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

NOW THEREFORE, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

INDEPENDENT CONTRACTOR/ PROPOSER

By: X

Date:

Its:

For Company Name:

Address:

Telephone:

Facsimile:

INSTRUCTIONS: Commission/County divisions/departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.

General Statement:

Spartanburg Parks Commission (a Special Tax District authorized by Spartanburg County Council Ordinance 07-20) is rebidding its request for Proposals for Integrated Financial and Business Operation Systems.

The Parks Commission currently has a General Operating Budget of \$5.89 million, with an additional \$400,000 in Enterprise Funds. The Parks Commission has approximately 60 full-time and between 40-60 part-time employees seasonally. The Commission is currently in a growth mode, with over \$19.0 million in new facilities coming on-line in the next three (3) years. All financial and business operation functions (except for information technology) are currently outsourced to Spartanburg County.

Proposers shall ensure that financial and accounting modules are compatible with Vermont Systems RecTrac software. Proposer is responsible for providing detailed hardware, software, and network and operating system requirements. Proposer must provide recommended data security standards. **All proposers must be willing to provide extensive demonstrations of the modules listed below through in-person or web-based demonstrations as part of the evaluation process.**

For each system/module, include the software name, release level, bid price, training costs, conversion costs, travel costs, annual maintenance/support fees, and all other costs or considerations. Preference shall be given to systems/modules that can demonstrate considerable use by Parks and Recreation Commissions or Departments.

Scope of Work/Services Provided:

The awarded proposer shall perform and carry out in a professional manner the delivery of Integrated Financial and Business Operation Systems for the Spartanburg Parks Commission (a Special Tax District authorized by Spartanburg County Council Ordinance.) To the extent possible, modules should be fully integrated. For each module, software name and individual module bid price should be identified, in addition to a total bid price for all modules listed. The system shall include the following modules/components:

Module 1: Accounting

1. General Ledger Accounting
2. Accounts Payable
3. Accounts Receivable
4. Multi-Year Fiscal Data
5. Financial Reporting/Report Generator (including annual audits)
6. GASB Compliance
7. Fund/Grant Accounting
8. Project Accounting

Module 2: Point of Sale (software with hardware requirement identified)

Module 3: Credit Card Processing

1. On-site credit card processing
2. On-line credit card processing

Module 4: Cash Management

Module 5: Bank Reconciliation

Module 6: Fixed Asset/Inventory Management

Module 7: General Fund/Enterprise Fund Budgeting

Module 8: Capital Projects/Special Projects Budgeting
Module 9: Purchasing Management/Purchase Requisition System
Module 10: Personnel Management/Benefits Management
Module 11: Payroll
Module 12: Maintenance/Information Technology Work Order

Request for Proposal Submittal Documents:

Proposals must be provided as listed or will be disqualified. Provide four (4) original copies.

1. Notice of Request for Proposals (RFP)
2. Proposer's Fraud Acknowledgement form completed
3. Loss Prevention Eligibility form completed
4. State of South Carolina Sales and Use Tax Acknowledgement form completed
5. Proof of insurance coverage with limits as stated
6. Current statement of qualifications for prime and subcontractors
7. List of at least four (4) client references which similar services have been provided for in last three (3) years on a similar scale

Award:

This Request for Proposals is open to all vendors who offer integrated financial and business operation systems. The Parks Commission will evaluate all Proposals and select the Proposal which best fits the need of the project. Proposals will be evaluated based on total integration, ease of use, availability of training, hardware/software needed, product warranty, annual maintenance/support costs, installation and implementation timeline, and total Proposal cost.

Upon the completion of reviewing all proposal packages, the Spartanburg Parks Commission may request additional interviews with the proposers to obtain additional information to aid in the award process. The Spartanburg Parks Commission will provide a notice of award to the County Director of Purchasing who will contact the successful firm in writing and by electronic means.

Exclusion / Addenda / Prior Approval Process:

Any items that need clarification are to be emailed to memory@spartanburgcounty.org prior to 8:00am September 21, 2010. Proposals are not to have any exclusions. Exclusions will come from the Spartanburg County Office of Purchasing in the form of an addenda. Any bids received with exclusions will not be accepted.