

Robert Lapin, Chair
Donzetta Lindsay, Vice Chair
Stephen Venugopal, Secretary
Alphonzo Anderson
Ashley Miller
James Mobley
Brittany Singleton

7473 Parklane Road, Columbia, SC 29223
Phone: 803.741.7272

Richland County Recreation Commission

Regular Board Meeting Agenda

Webinar ID: 889 8686 2292

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88986862292?pwd=dTRqTjJndUU1c2dUZWdva3cxaCt0UT09>

Passcode: 316161

Or iPhone one-tap :

US: +13126266799,,88986862292# or +16465588656,,88986862292#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900
9128 or +1 253 215 8782

October 18, 2021

7494 Parklane Road

Columbia, SC 29223

5:00 PM

1. Call to Order:

Chair Lapin is scheduled to call the meeting to order.

2. Adoption of Agenda: (Action)

3. Ethics Presentation by Executive Director Megan Walker of the South Carolina State Ethics Commission

4. Minutes: (Attachments) (Action)

Chair Lapin will request the Board to approve minutes from the July 19, 2021, Regular Board Meeting and September 13, 2021 and October 4, 2021 Special Call Board Meetings.

5. Public Input:

Required to sign up by 3:00 PM October 18, 2021, via email with name and contact number:

gwendolyn@rcrc.state.sc.us

6. Financial Report: (Attachments)

Ryan Inzana, CFO, will present to the Board:

- Statement of Revenue and Expenditures **(Attachment)**
- Linrick Enterprise Fund Golf Course **(Attachment)**
- Linrick Enterprise Fund Proposed 2021-2022 Budget **(Attachment)**

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7. Unfinished Business:

- Policy 168 Remote Work from Home (**Attachment**) (**Action**)
Diana McCoy, HR Director
- Statement of Award RCRC Roofing (**Attachment**) (**Action**)
Cicily Shaull, Procurement Manager

8. New Business:

- **Motion to schedule a public hearing for the Enterprise Fund Budget: Linrick Golf Course for 6:00 pm, November 15, 2021**

9. Other Business:

- Executive Director's Report
- Jaimi Russell, Public Information Officer Report

10. Executive Session

- (Personnel Matters/Administrative)

11. Action on Item(s) Discussed in Executive Session (if necessary)

12. Adjournment

MINUTES

July 19, 2021-Regular Board Meeting

September 13, 2021-Special Call Meeting

October 4, 2021-Special Call Meeting

Richland County Recreation Commission

Regular Board Meeting Minutes

July 19, 2021

Webinar ID: 889 8686 2292

6:00 PM

Commissioners Participating:

Robert Lapin
Donzetta Lindsay
Stephen Venugopal
Ashley Miller

1. Call to Order:

Commissioner Lapin called the meeting to order at 6:02 PM.

2. Adoption of Agenda:

Motion to adopt the agenda made by Commissioner Lindsay and second by Commissioner Miller. The motion was approved unanimously by all members present; Lapin, Lindsay, Venugopal, and Miller.

3. Minutes:

Motion to approve minutes from June 21, 2021, Regular Board Meeting made by Commissioner Lindsay and second by Commissioner Venugopal. The motion was approved unanimously by all members present; Lapin, Venugopal, Lindsay, and Miller.

4. Public Input:

Request for public input required to sign up by 3:00 pm on Monday, July 19, 2021, via email.

Lakita Watson, Executive Director, read letters emailed for Public Input from Councilwoman Chakisse Newton and Ms. Ara Adams, President of Greenlakes Neighborhood Association, in regards to building a pocket park for the Greenlakes Community. (Letters Attached)

www.richlandcountyrecreation.com

5. Financial Report:

Tameka Williams, Deputy Director, presented the Statement of Revenue and Expenditures and the Enterprise Fund LinRick Golf Course included in the Board's packet.

Questions and Answers

Ms. Williams introduced Ryan Inzana, the new CFO.

Chair Lapin introduced one of the new Commissioners, Ms. Ashley Miller.

6. Unfinished Business:

None

7. New Business:

None

8. Other Business:

- Executive Director's Report (Handout)
- Jaimi Russell, Public Information Officer, gave an update on RCRC activities

Motion to move into Executive Session to discuss MOU regarding Project Clubhouse and proposed purchase and acquisition of property and site locations and other matters associated with the Synergy Sports Feasibility Report made by Commissioner Venugopal, second by Commissioner Lindsay. Motion approved unanimously by all members present; Lapin, Venugopal, Lindsay, and Miller.

9. Executive Session:

10. Action on Item(s) Discussed in Executive Session (if necessary)

Motion to accept the MOU regarding Project Clubhouse with the understanding that as stated in the MOU that we continue to develop further negotiations noting that nothing would be binding made by Commissioner Venugopal, second by Commissioner Lindsay. Motion approved unanimously by all members present; Lapin, Lindsay, Miller, and Venugopal.

11. Adjournment

Motion to adjourn made by Commissioner Lindsay, second by Commissioner Venugopal. Motion approved unanimously by all members; Lapin, Lindsay, Miller, and Venugopal.

Robert Lapin, Chair

Minutes approved on this _____ day of _____ 2021.

Richland County Recreation Commission
Special Call Board Meeting Minutes
September 13, 2021
Webinar ID: 865 8132 9504
6:00 PM

Commissioners Participating:

Robert Lapin
Donzetta Lindsay
Stephen Venugopal
James Mobley
Ashley Miller
Brittany Singleton
Alphonzo Anderson

1. Call to Order:

Commissioner Lapin called the meeting to order at 6:05 p.m.

2. Adoption of Agenda:

Motion to adopt the agenda made by Commissioner Lindsay and second by Commissioner Venugopal. The vote is as follows: Lapin, Lindsay, Miller, Singleton, Anderson, Venugopal, Aye; Mobley, Nay. Motion passed.

Motion to move into Executive Session to discuss contractual negotiation related to property acquisition options for Recreation Complex made by Commissioner Lindsay, second by Commissioner Venugopal. Motion approved unanimously by all members present; Lapin, Venugopal, Lindsay, Miller, Anderson, Singleton, and Mobley.

3. Executive Session:

4. Action on Item(s) Discussed in Executive Session (if necessary):

No Actions

5. Reimbursement Resolution: (Action-Consideration for Approval)

No Actions

Motion to adjourn made by Commissioner Lindsay and second by Commissioner Anderson. Motion approved unanimously by all members; Lapin, Lindsay, Venugopal, Mobley, Anderson, Singleton, and Miller.

6. Adjournment

Robert Lapin, Chair

Minutes approved on this _____ day of _____ 2021.

Richland County Recreation Commission
Special Call Board Meeting Minutes
October 4, 2021
Webinar ID: 865 8132 9504
6:00 PM

Commissioners Participating:

Robert Lapin
Donzetta Lindsay
Stephen Venugopal
James Mobley
Ashley Miller
Brittany Singleton
Alphonzo Anderson

1. Call to Order:

Commissioner Lapin called the meeting to order at 6:01 p.m.
Commissioner Lapin advised roll call votes for clarity.

2. Adoption of Agenda:

Motion to adopt the agenda made by Commissioner Lindsay and second by Commissioner Anderson. Motion approved unanimously by all members present; Lapin, Lindsay, Mobley, Miller, Singleton and Anderson.

3. New Business:

- Diana McCoy, HR Director, presented Policy 168 Remote Work from Home for review.
Ms. McCoy and Ms. Watson answered questions from Commissioners and Ms. McCoy advised that she would hand out her business cards and entertain any other questions through email or phone.
- Cicily Shaull, via Zoom, presented the Statement of Award RCRC Roofing for Action.

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Ms. Shaull, Procurement Manager, answered questions and the matter was tabled until the next meeting.

Motion to move into Executive Session to discuss Personnel Matters and legal discussion regarding RCRC attorneys and Board Representation made by Commissioner Singleton, second by Commissioner Lindsay. Motion approved unanimously by all members present; Lapin, Venugopal, Lindsay, Miller, Anderson, Singleton, and Mobley.

4. Executive Session:

- Personnel Matters/Administrative
- Legal Discussion Regarding RCRC Attorneys and Board Representation

5. Action on Item(s) Discussed in Executive Session (if necessary):

No Actions

Motion to adjourn made by Commissioner Lindsay and second by Commissioner Miller. Motion approved unanimously by all members; Lapin, Lindsay, Venugopal, Mobley, Anderson, Singleton, and Miller.

6. Adjournment

Robert Lapin, Chair

Minutes approved on this _____ day of _____ 2021.

FINANCIAL REPORTS

Statement of Revenue and Expenditures

Linrick Enterprise Fund Golf Course

Linrick Enterprise Fund Proposed 2021-2022 Budget

Richland County Recreation Commission
Statement of Revenues and Expenditures
For the Three Months Ended September 30, 2021

<i>General Fund</i>	FY 2021-2022	FY 2021-2022	FY 2020-2021
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Revenue			
Administrative Revenue	16,609,601.00	994,189.55	990,733.94
Program Revenue	<u>1,281,807.00</u>	<u>210,968.46</u>	<u>30,430.61</u>
Total Revenue	<u>17,891,408.00</u>	<u>1,205,158.01</u>	<u>1,021,164.55</u>
Expenditures			
Salaries	7,929,876.00	1,636,189.03	1,654,894.04
Pension, benefits and taxes	4,471,199.00	614,691.82	768,442.67
Operating expenses	1,933,316.00	339,992.48	309,398.13
Personnel Expenses	89,756.00	18,002.16	13,480.66
Training and development	93,000.00	8,564.08	5,885.21
Supplies expense	390,095.00	95,209.90	53,801.87
Professional Services	915,681.00	97,923.67	147,149.95
Information technology	327,641.00	64,520.54	49,824.75
Marketing expenses	180,750.00	8,094.66	11,287.75
Program expenses	539,694.00	110,130.92	22,853.47
Fleet expenses	227,000.00	53,279.43	50,016.03
Repairs and maintenance expense	145,000.00	62,885.53	41,622.46
Safety and security expense	63,400.00	10,121.04	12,708.64
Capital outlay expense	235,000.00	27,612.72	52,183.61
Capital improvement expense	<u>350,000.00</u>	<u>214,779.45</u>	<u>(2,311.60)</u>
Total Expenditures	<u>17,891,408.00</u>	<u>3,361,997.43</u>	<u>3,191,237.64</u>
Net Revenue	<u>0.00</u>	<u>(2,156,839.42)</u>	<u>(2,170,073.09)</u>

**Richland County Recreation Commission
Statement of Revenues and Expenditures
For the Three Months Ended September 30, 2021**

<i>Enterprise Fund</i>	FY 2021-2022	FY 2021-2022	FY 2020-2021
	Budget	Actual	Actual
Revenue			
Administrative Revenue	0.00	2,179.50	497.75
Program Revenue	0.00	2,015.00	0.00
Enterprise Revenue	<u>0.00</u>	<u>265,206.48</u>	<u>262,726.32</u>
Total Revenue	<u>0.00</u>	<u>269,400.98</u>	<u>263,224.07</u>
Expenditures			
Salaries	0.00	84,988.71	83,932.27
Pension, benefits and taxes	0.00	43,690.50	36,501.74
Operating expenses	0.00	43,095.09	42,897.40
Golf operating expenses	0.00	28,374.40	41,670.07
Personnel Expenses	0.00	144.00	72.00
Supplies expense	0.00	9,637.96	7,126.31
Professional Services	0.00	0.00	131.97
Fleet expenses	0.00	11,847.17	4,083.54
Repairs and maintenance expense	0.00	3,125.64	2,364.78
Capital outlay expense	0.00	10,860.00	0.00
Miscellaneous expenses	0.00	(7.26)	392.18
Debt service expenses	0.00	1,185.56	0.00
Nonoperational expenses	0.00	9,566.46	5,858.61
Depreciation expense	<u>0.00</u>	<u>24,201.93</u>	<u>2,370.42</u>
Total Expenditures	<u>0.00</u>	<u>270,710.16</u>	<u>227,401.29</u>
Net Revenue	<u>0.00</u>	<u>(1,309.18)</u>	<u>35,822.78</u>



Richland County Recreation Commission
Proposed Budget- FY 2021-2022
Enterprise Fund

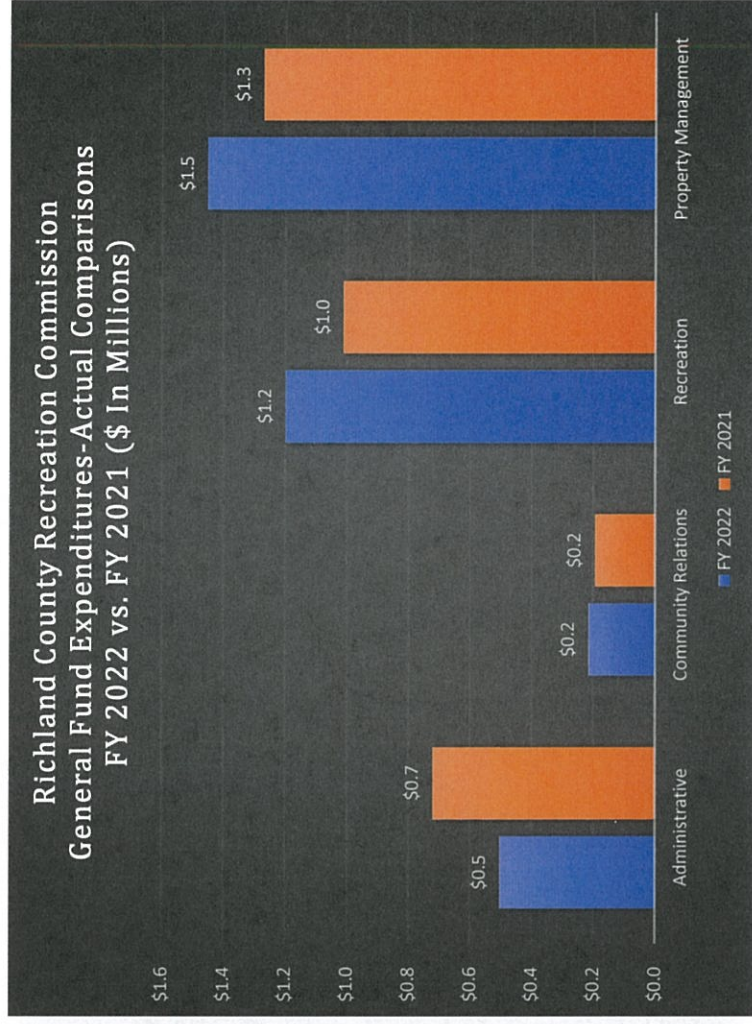
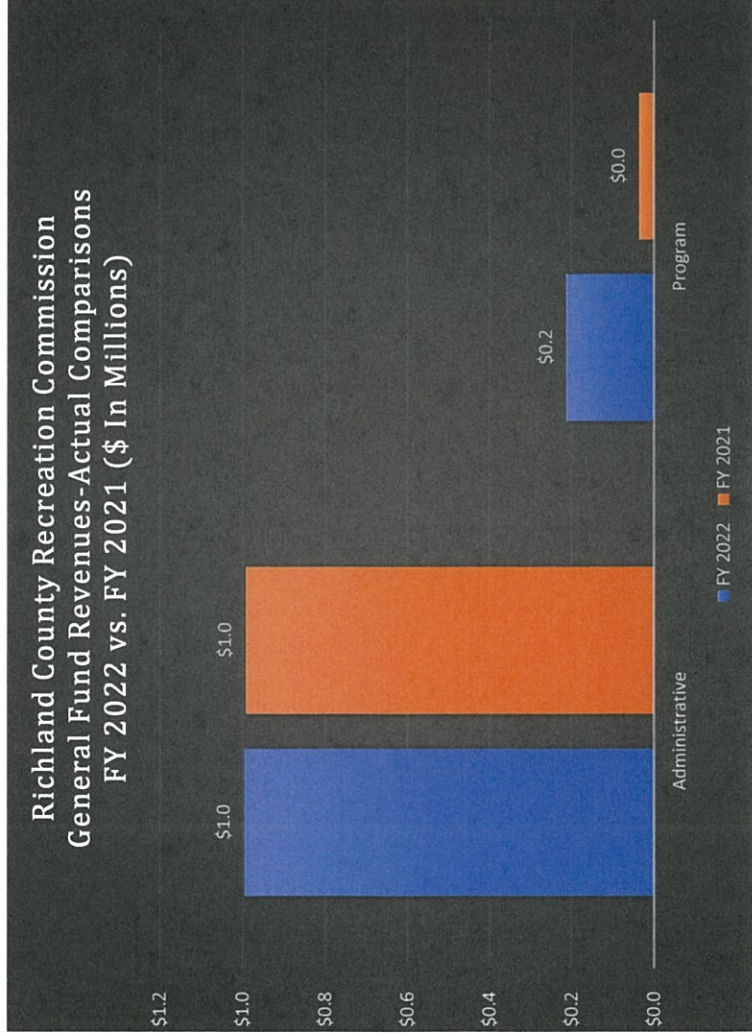
Projected Revenue

Enterprise Revenue	
Parks and Rental Income	\$ 10,080
Other Revenue	57,532
Proshop Revenue	105,838
Golf Course Revenue	1,147,380
Total Projected Revenue	\$ 1,320,830

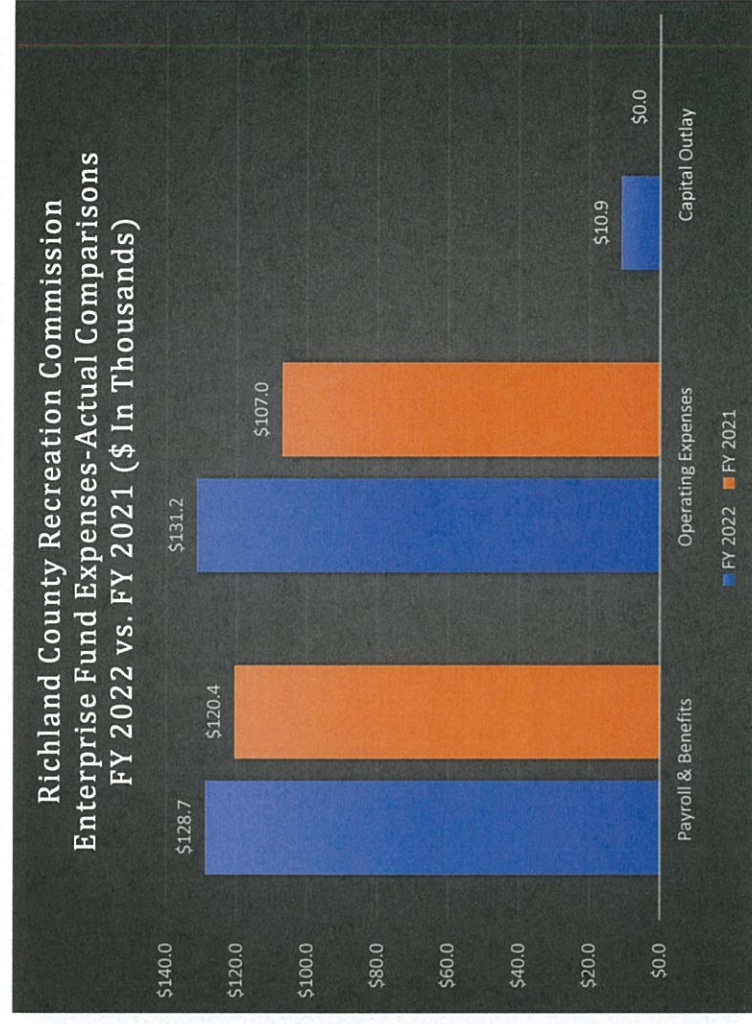
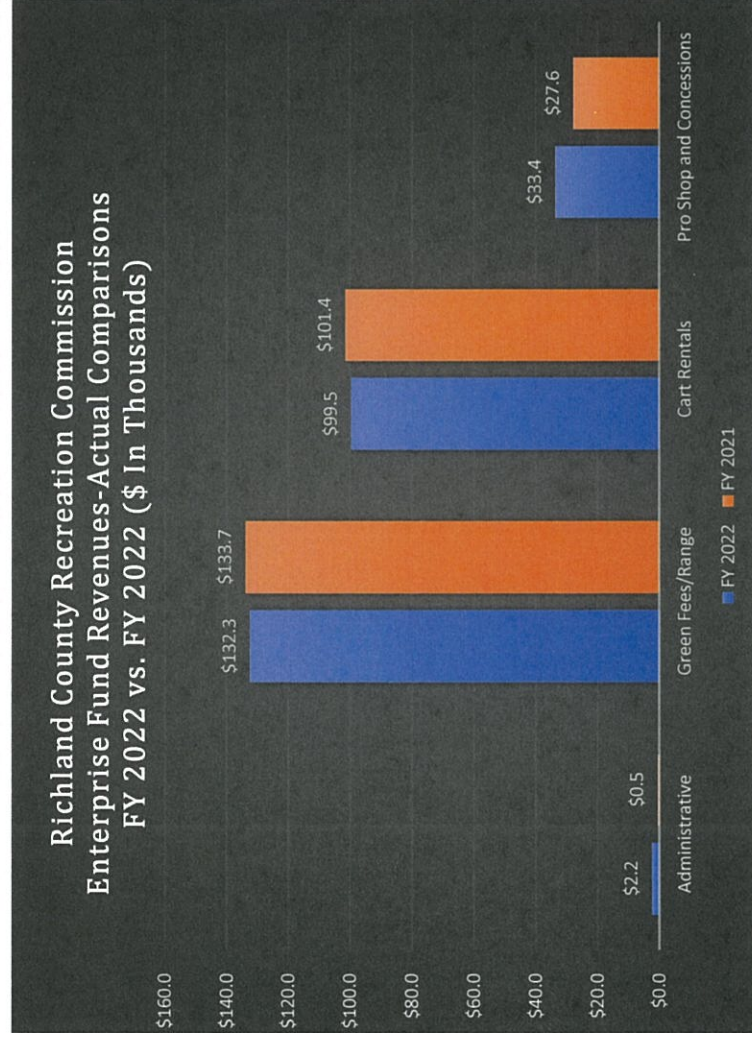
Projected Expenses

Training and development expenses	\$ 5,000
Professional services expenses	2,500
Information technology expenses	10,254
Capital outlay expense	114,350
Repairs and maintenance expenses	31,000
Supplies expense	41,000
Operating expenses	119,905
Pension, benefits and taxes	197,667
Golf course operating expenses	369,470
Salaries Expenses	429,684
Total Projected Expenses	\$ 1,320,830

General Fund Revenue and Expenditure Comparisons For Three Months Ending September 30, 2021



Enterprise Fund Revenue and Expenditure Comparisons For Three Months Ending September 30, 2021





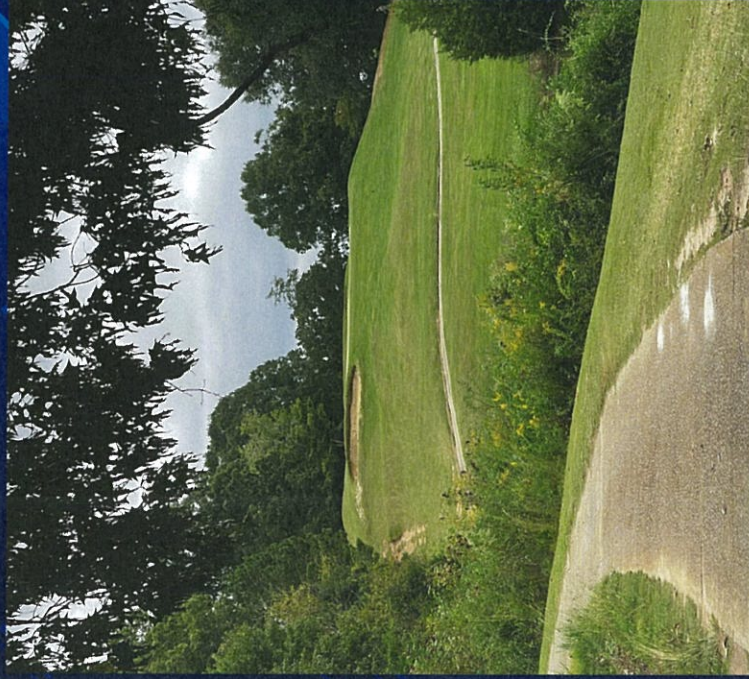
RICHLAND COUNTY

**RECREATION
COMMISSION**

Linrick Golf Course Budget Presentation

Matt Christman
(Recreation Superintendent)

Ryan Inzana
(Chief Financial Officer)





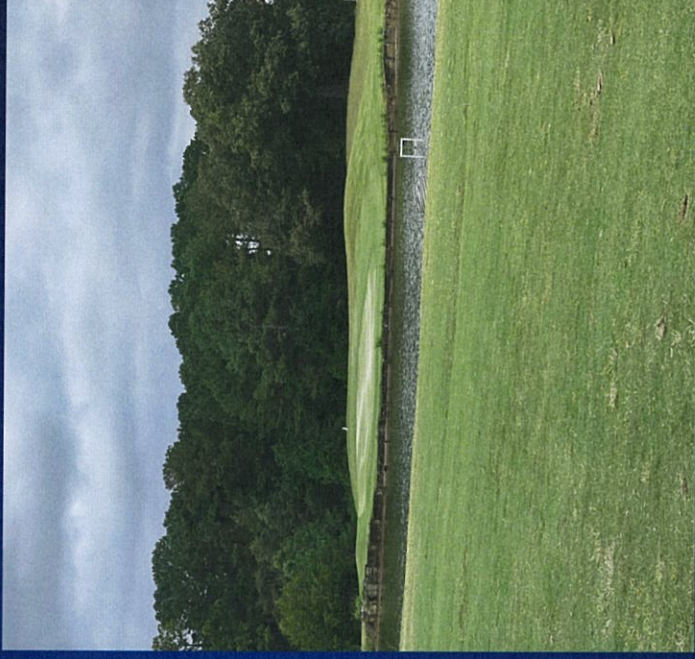
RICHLAND COUNTY

**RECREATION
COMMISSION**

Facility Operations

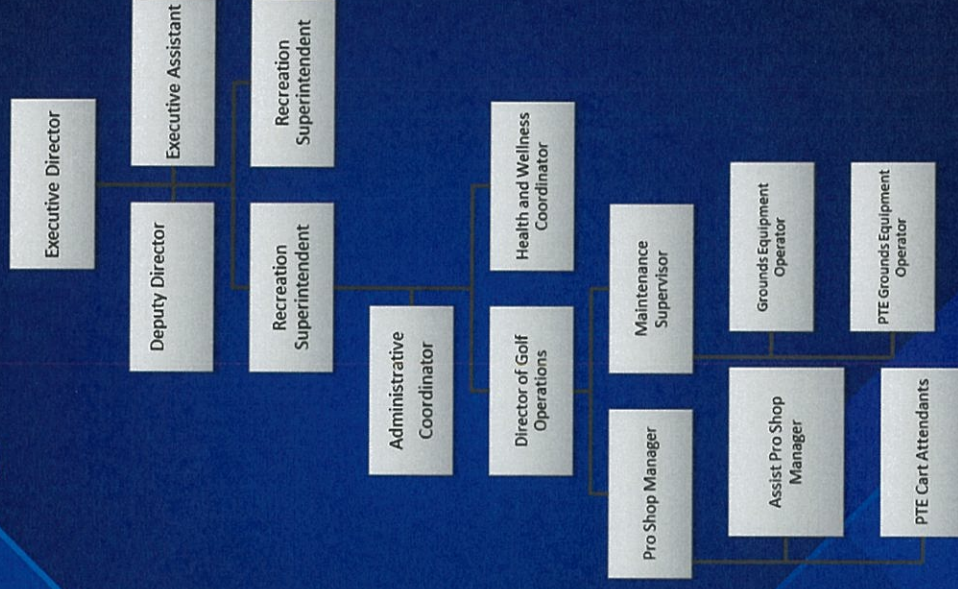
Amenities

- 257 acres
- 18 holes first 9 holes built in 1970 second 9 holes finished in 1971
- New Golf Carts purchased in 2020
- Thorguard Lightning Detection System
- Proshop





Organization Chart





RICHLAND COUNTY

**RECREATION
COMMISSION**

Staff Photos

James Stout

Assistant Proshop Manager



Kimberly Case

Assistant Proshop Manager



Ronald Jones

Proshop Manager



Ryan Wilson

Grounds
Equipment
Operator



Charles Lyles

Maintenance
Manager



Charles Stevens

Golf Course
Mechanic

John E.
Rutherford
Director of
Golf
Operations



Programs/Events offered at Linrick Golf Course

Programs

- Junior, Family, Adult and Women's Golf Lessons offered in Spring and Fall
- Summer Youth Golf

Clinics

Special Events/Tournaments

- Shamrock 5K
- Turkey Trot 5K
- SCPRA Golf Fundraiser 2020/2021
- Shawn Lanier Memorial
 - JKC Tournament
 - Jamil Shriners
 - Dye N 2 Play
- Irmo Chapin Recreation
- SCISA High School Regional Tournament



Richland County Recreation Commission – Fund Accounting

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Commission, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Commission can be divided into two categories: General Fund and Enterprise Fund.

General Fund – The General fund is used to account functions presented as governmental activities in the Government-wide financial statements. The focus of the governmental funds is on near-term inflows and outflows of spendable resources, as well as the balance of spendable resources available at the end of the fiscal year.

Proprietary fund – Enterprise funds are used to report the same functions presented as business-type activities in the Government-wide financial statements. The Commission uses an enterprise fund to account for its LinRick Golf Course.



- Sales Projections for FY 2022 were in-line with FY 2021.
- Green Fees (9 and 18-hole) increased in November 2020 by \$1 per round.

Comparison of Sales Volume FY20, FY21, and Projected FY22

Sales	FY 2020	FY 2021	Projected FY 2022
Cart Rentals	16,060	31,965	31,596
Driving Range Fees	3,511	6,798	6,000
Food & Beverage	21,569	37,511	37,500
Golf Rentals	235	489	444
Greens Fees	19,690	36,450	33,504
Membership Fees	53	205	204
Retail – Hard Goods	2,551	4,831	4,824
Retail – Soft Goods	420	709	708



RICHLAND COUNTY

**RECREATION
COMMISSION**

Comparison of Revenues FY20, FY21, and Projected FY22



Revenue	FY2020	FY2021	Projected FY2022
ADMINISTRATIVE	4,236	49,368	57,532
PROGRAM	0	3,720	10,080
ENTERPRISE	758,796	1,000,855	1,253,218
TOTAL	763,033	1,053,944	1,320,830



Richland County Recreation Commission
Proposed Budget- FY 2021-2022
Enterprise Fund

Projected Revenue

Enterprise Revenue	
Parks and Rental Income	\$ 10,080
Other Revenue	57,532
Proshop Revenue	105,838
Golf Course Revenue	1,147,380
Total Projected Revenue	\$ 1,320,830

Projected Expenses

Training and development expenses	\$ 5,000
Professional services expenses	2,500
Information technology expenses	10,254
Capital outlay expense	114,350
Repairs and maintenance expenses	31,000
Supplies expense	41,000
Operating expenses	119,905
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Golf course operating expenses	369,470
Salaries Expenses	429,684
Total Projected Expenses	\$ 1,320,830

POLICY

168

Remote Work from Home



POLICY TITLE Remote Work from Home	POLICY NUMBER 168	DATE OF REVISION October 18, 2021
ADMINISTRATIVE DIVISION Human Resources	PREVIOUS NUMBERS	PREVIOUS REVISIONS

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE COMMISSION. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE COMMISSION RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT. THE COMMISSION HAS THE AUTHORITY TO INTERPRET ALL POLICIES.

I. PURPOSE

- A.** The purpose of these guidelines is to establish procedures for eligible employees who may occasionally work from a location other than Commission offices or locations. The Commission wants to ensure that both eligible employees and the Richland County Recreation Commission benefit from these arrangements.
- B.** All remote work must receive prior approval from your supervisor, and the Executive Director.
- C.** The Commission will allow eligible employees to work remotely or telecommute consistent with its obligations under applicable state, federal, or local law, such as the Americans with Disabilities Act, the Family and Medical Leave Act, or to help protect employees and customers from exposure during the novel coronavirus (COVID-19) pandemic. Employees seeking to work remotely or telecommute as a reasonable accommodation should reach out to the Human Resources Department. Employees seeking a reduced work schedule pursuant to the Family and Medical Leave Act should follow the Commission's Family and Medical Leave Act policy.

II. GUIDELINES

- A.** Remote Work is a voluntary work alternative that is appropriate for some employees and some jobs. No employee is entitled to or guaranteed the opportunity to remote work. Whether an eligible employee will be granted the opportunity to work remotely will be determined on a case-by-case basis, at the Commission's discretion, and dependent upon factors that include, but are not limited to, the employee's job duties, employee's experience level and work history, feasibility of working remotely, and the needs of the Commission.
- B.** An eligible employee's direct report, in consultation with the Human Resources Department, will determine if an eligible employee will be approved to work remotely. Only exempt administrative level employees will be allowed the opportunity to work remotely, if approved.
- C.** An employee's classification, compensation, and benefits will not change if the employee is approved for telecommuting.
- D.** Employees are not eligible to work remotely until they have been employed with the Commission for one continuous year. In special circumstances, at the Commission's discretion, or where required by law, the Commission may allow employees with less than one year of service to work remotely.
- E.** The following prerequisites should be met prior to an employee being approved for telecommuting:
 - 1. The employee has no active formal disciplinary actions on file for the current or immediately preceding review period.
 - 2. The employee received at least a satisfactory evaluation in the previous evaluation cycle.
- F.** Employee must complete and sign an Employee Remote Work from Home Agreement and submit the request to their supervisor to initiate the approval process. The supervisor, in consultation with the Human

Resources Department, will review the request and either: 1) approve; 2) make recommendations concerning or 3) deny the employee remote work request. If approved, the request will be forwarded to the Executive Director for final approval. The remote work arrangement cannot commence until the approval process has been completed in its entirety.

G. Equipment and Expenses:

1. Equipment provided to telecommuting employees is and remains Commission property. Employees are responsible for property issued to them by the Commission for use during their employment, whether on-site or while telecommuting, that includes, but is not limited to, smartphones, computer, iPads, tablets, that we provide is RCRC property.
2. All materials, data, communications, and information (including but not limited to e-mail, telephone conversations and voicemail recordings, instant messages, and internet and social media postings and activities) created on, transmitted to, received or printed from, or stored or recorded on these devices are the property of the Commission. You should have no expectation of privacy with respect to these materials, data, communications, and information. To that end, the Commission reserves the right to monitor, intercept, review, and erase—with or without notice—all content created on, transmitted to, received or printed from, or stored or recorded on the device.
3. Employees must use their best efforts to physically secure the device against loss, theft, or use by persons who have not been authorized to access the device. In the event that a device is lost, stolen, accessed by unauthorized persons, or otherwise compromised, the employee must immediately inform the IT department so that the Commission can assess the damage and, if necessary, remotely erase the entire device. Employees must also promptly provide the Commission with access to the device when requested.
4. Any use of an electronic device must conform to this policy and each user is responsible for using his or her device in a productive, ethical, and lawful manner. This includes complying with the Commission's policies, including policies prohibiting harassment, discrimination and retaliation as well as the Commission's policy regarding Confidentiality and Communications Systems, Email, Networks, and the Internet. The Commission prohibits employees from talking, texting, emailing, or otherwise using a device while operating a Commission vehicle or while operating a personal vehicle on the Commission's business. Employees must also abide by all applicable legal prohibitions. For their own health and safety and the health and safety of others, employees should not use their devices while operating vehicles of any kind.
5. Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.
6. Nothing in this policy is intended to interfere with their rights under federal and state laws, including the right, pursuant to the National Labor Relations Act, to use a Smartphone, iPad, tablet, or personal electronic device to photograph or make recordings of health, safety, and/or working condition concerns, or of strike, protest, or work-related issues, or other protected concerted activities, nor will the Commission construe this policy in a way that limits such rights
7. The remote worker will sign an inventory agreement of all Commission property received and agree to take appropriate action to protect the items from damage or theft.

III. GENERAL RULES AND CONDITIONS

- A. Employees must agree to comply with RCRC rules, policies, practices and instructions and understand that violation of such may result in the termination of the remote work arrangement and/or disciplinary action, up to and including dismissal. Employees who remote work will be subject to the same policies as other employees, including policies relating to information security and data protection.
- B. The total number of hours that telecommuting employees are expected to work will not change, regardless of work location. RCRC also expects the same level of productivity from telecommuting employees that is expected from employees at the central workplace.
- C. Supervisors may require employees to report to a central workplace as needed for work-related meetings or other events or may meet with employee in the alternate work location as needed to discuss work progress or other work-related issues.

- D. Employees cannot use telecommuting in place of sick leave, Family and Medical Leave, annual leave, Workers' Compensation leave, or other types of leave.
- E. RCRC assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. RCRC also assumes no liability for damages to employee's real or personal property resulting from participation in the remote work program.
- F. RCRC is not obligated to assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as a remote work location.
- G. **At its discretion, the Commission may change or revoke an employee's ability to work remotely at any time.**

Remote Work from Home 168

ADOPTED BY THE RICHLAND COUNTY RECREATION COMMISSION BOARD

BOARD MEETING DATE: October 18, 2021
(Date Approved)

Approved: _____
Robert Lapin, Chair

Approved: _____
Lakita Watson, Executive Director

(For more information about this policy, contact the Director of Human Resources.)

ROOFING INFORMATION

MULTIPLE RCRC LOCATIONS

FRIARSGATE PARK

MEADOWLAKE PARK

CAUGHMAN ROAD PARK



BOARD OF COMMISSIONERS

Lakita Watson, Executive Director

Robert Lapin, Chair
Donzetta Lindsay, Vice Chair
Stephen Venugopal, Secretary
Alphonzo Anderson
Ashley Miller
James Mobley
Brittany Singleton

7473 Parklane Road, Columbia, SC 29223
Phone: 803.741.7272

STATEMENT OF AWARD

Posting Date: October 19, 2021

Solicitation: RFP0011-2021

Description: RCRC Roofing for Multiple Locations

Agency: Richland County Recreation Commission

The Richland County Recreation Commission ("RCRC") awards the contract noted below. This document is the Final Statement of Award, effective **Tuesday, October 19, 2021 ("Effective Date")**. The final statement of award serves as acceptance of your offer submitted for RFP0011-2021. Option to extend or renew for an additional year up to and not to exceed two (2) years shall be at the discretion of RCRC and shall be communicated to the Contractor no later than July 1, 2022.

Contractor should not perform work on or incur any cost associated with the contract prior to the Effective Date. This contract will adhere to a Blanket Purchase Order, all contractor invoices will be sent to RCRC. RCRC assumes no liability for any expenses incurred prior to the effective date of the contract.

Contract Number:

0011-2021

Awarded To:

ATD Restorations LLC
1200 Woodruff Rd
Greenville, SC 29607

Contract Value:

368,000.00

Contract Period:

September 28, 2021 through September 27, 2022

Maximum Potential Contract Period (if Contract renewed one (1) year):

September 28, 2022 through September 27, 2023

Item	Description	Unit Price
1	Roofing for Meadowlake Park, Friarsgate Park and Caughman Road Park	\$368,000.00

Lakita Watson
Executive Director

Robert Lapin
Board Chair

Procurement Manager: Cicily Shaul



BOARD OF COMMISSIONERS

Robert Lapin, Chair
Thomas Clark
Lisa Cotten

Donzetta Lindsay
Stephen Venugopal

Lakita Watson, Executive Director

7473 Parklane Road, Columbia, SC 29223
Phone: 803.741.7272

RECORD OF BID OPENING

BID NUMBER:	RFP0011-2021 Roofing	PROCUREMENT OF:	RICHLAND COUNTY RECREATION COMMISSON
LOCATION OF BID:	7473 PARKLANE RD. COLUMBIA, SC 29223	DATE AND TIME OF BID OPENING:	7/21/2021 12:00 PM

PART 1: Record of Bids Opened and Details Read Out

No	Name of Bidder	Currency and Price as read out	Bid Security (Y/N)	No of copies (inc original)	Samples Received	
1	Gutter Guy	\$430,109	Y	Emailed	N/A	
2	Guy Roofing	\$287,700	N	Emailed	N/A	
3	Aqua Seal ✓	\$403,050	Y	Emailed	N/A	
4	Nunnery Roofing ✓	\$413,800	Y	Emailed	N/A	
5	Heritage ✓	\$364,700	Y	Emailed	N/A	
6	ATD ✓	\$368,000	Y	4	N/A	
7	AAR ✓	\$451,900	Y	Emailed	N/A	
8	Roof Co ✓	\$434,400	Y	Emailed	N/A	
9	Land Roof	\$385,480	Y	Emailed	N/A	
10	RPI Roof ✓	\$420,00	Y	Emailed	N/A	

Signature: Cicily Shaul

Name: Cicily Shaul

Position: Procurement Manager

Date: 07/21/2021

Signature: Tiyana Henley


Name: Tiyana Henley

Position: Bid Opening Recorder

Date: 07/21/2021

Bid Tabulation
RFP0011-2021 Roofing

COMPANY	GRADER #1	GRADER #2	GRADER #3	TOTAL	NOTES
ATD	20	19	22	61	
AAR	23	18	18	59	
ROOFCO	20	18	18	56	
NUNNERY ROOFING	17	19	18	54	
HERITAGE ROOFING	8	19	17	44	
LAND ROOFING	15	15	15	45	
ROOFING PROFESSIONALS	22	14	15	51	
GUTTER GUY	16	12	14	42	
AQUA SEAL	5	4	5	14	
GUY ROOFING	16	16	18	50	DID NOT SUBMIT BID BOND

	<p align="center">RICHLAND COUNTY RECREATION COMMISSION</p> <p align="center">Request for Proposal Advertisement #</p>	<p>Solicitation Number: Date Issued: Procurement Manager: Phone: E-Mail Address:</p>	<p>RFP0011-2021 22 June 2021 Cicily Shaull (803) 741-7272 Ext. 179 Cicily@rcrc.state.sc.us</p>
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DESCRIPTION: RCRC Roofing for Multiple Locations

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT OFFER BY (Opening Date/Time): **07/21/2021 12:00 p.m.** (See "Deadline for Submission of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **07/12/2021 12:00 p.m.** (See "Questions from Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **4**

*Due to the COVID-19 Offers can be emailed to cicily@rcrc.state.sc.us before the **07/21/2021 12:00 pm** deadline. Offers may still submitted in a sealed package. Solicitation number and Opening Date must appear on package exterior.*

SUBMIT YOUR SEALED OFFER TO:
RICHLAND COUNTY RECREATION COMMISSION
ATTN: CICILY SHAULL
7473 PARKLANE RD.
COLUMBIA, SC 29223

<p>CONFERENCE TYPE: Pre-Bid Meeting-NON-MANDATORY DATE & TIME: 07/07/2021 @ 9:00 am, 10:15am and 11:30 am. (As appropriate, see "Conferences - Pre-Bid/Site Visit" provisions)</p>	<p>LOCATION: SEE SECTION IIB "Conferences - Pre-Bid/Site Visit" provisions FOR SITE SCHEDULES:</p>
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<p>AWARD & AMENDMENTS</p>	<p>Award will be posted on or before 09/21/2021. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: https://richlandcountyrecreation.com/purchasing/</p>
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

<p>NAME OF OFFEROR (full legal name of business submitting the offer)</p>		<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p>AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)</p>		<p>TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)</p>
<p>TITLE (business title of person signing above)</p>		<p>STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</p>
<p>PRINTED NAME (printed name of person signing above)</p>	<p>DATE SIGNED</p>	<p>STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation.)</p>

<p>OFFEROR'S TYPE OF ENTITY: (Check one)</p> <p><input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)</p>		<p>(See "Signing Your Offer" provision.)</p>
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I. SCOPE OF SOLICITATION

ACQUIRE SERVICES

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications for new roofing at multiple RCRC locations.

Awarded contractors shall furnish all designs, labor, and materials to roofing.

Successful Bidders shall have a minimum of (3) year's commercial experience working on a contract or project of this size or larger.

MAXIMUM CONTRACT PERIOD - ESTIMATED

Start date: 09/21/21 - End date: 09/20/22. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period".

This contract is for an initial term of one (1) year with the possibility of one (1) additional, one (1) year renewals.

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

1. DEFINITIONS, CAPITALIZATION, AND HEADINGS

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

2. **AMENDMENT** means a document issued to supplement the original solicitation document.
3. **BOARD** means the South Carolina Budget & Control Board or its successor in interest.
4. **BUSINESS** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
5. **BUYER** means the Procurement Manager.
6. **CHANGE ORDER** means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
7. **CONTRACT** See clause entitled Contract Documents & Order of Precedence.
8. **CONTRACT MODIFICATION** means a written order signed by the procurement manager, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Manager to order without the consent of the contractor.
9. **CONTRACTOR** means the Offeror receiving an award because of this solicitation.
10. **COVER PAGE** means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
11. **OFFER** means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
12. **OFFEROR** means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal as Offer to Contract.
13. **ORDERING ENTITY** Using Governmental Unit that has submitted a Purchase Order.
14. **PROCUREMENT MANAGER** means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.
15. **YOU and YOUR** means Offeror.
16. **SOLICITATION** means this document, including all its parts, attachments, and any Amendments.

- (c) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (d) Each signature on the offer is a certification by the signatory that the signatory-
 - (i) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (1)(a) through 1(d) of this certification; or
 - (ii) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (1)(a) through 1(d) of this certification as used in this subdivision, the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal;
 - (iii) As an authorized agent, does certify that the principals referenced in subdivision (1)(d)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (1)(a) through 1(d) of this certification; and
 - (iv) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (1)(a) through 1(d) of this certification.
 - (v) If the offeror deletes or modifies paragraph (1)(b) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

I. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

1. By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - (a) Offeror and/or any of its Principals-
 - (i) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (ii) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (iii) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(B) of this provision.
 - (b) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
 - (c) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
2. Offeror shall provide immediate written notice to the Procurement Manager if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Manager may render the Offeror no responsible.
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
5. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the County, the Procurement Manager may terminate the contract resulting from this solicitation for default.

amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

R. ETHICS CERTIFICATE

1. By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

S. PROHIBITED COMMUNICATIONS AND DONATIONS

1. Violation of these restrictions may result in disqualification of your offer, suspension, or debarment, and may constitute a violation of law.
2. During the period between publication of the solicitation and final award, *you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Manager.* All communications must be solely with the Procurement Manager.
3. You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek a contract. *You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*

T. PROTESTS

1. For contracts less than \$50,000, any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Procurement Officer within ten business days of the purchase being awarded. Within 15 business days of the receipt of such written protest, the Procurement Officer shall hold a hearing on the protest and make a render a decision on the protest. The Procurement Manager's decision shall be final.
2. For contracts greater than \$50,000, any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Executive Director within ten business days of the purchase being awarded. Respecting protests for purchases more than \$100,000, the date of the award shall be considered the date of any preliminary award hereof if a preliminary award is actually made in advance of formal approval by the Commission; in the absence of a preliminary award, the formal award date by the Commission shall be controlling. The protest, setting forth the grievance and the grounds thereof, shall be submitted in writing within ten days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after 15 business days notification of the award of the contract.

U. PUBLIC OPENING

1. Offers will be opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. **Due to the COVID-19 Pandemic, the bid openings will not be open to the public.**

V. QUESTIONS FROM OFFERORS

1. Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Manager no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation if that information is necessary for

government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at:

<https://richlandcountyrecreation.com/purchasing/>

BB. SUBMITTING CONFIDENTIAL INFORMATION

1. (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or about this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED".

CC. SUBMITTING YOUR OFFER OR MODIFICATION

1. Offers and offer modifications shall be submitted in sealed envelopes or packages - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (f) offers must provide an overall pricing on the Cover Page and submit a detailed proposal with bid sheet.

DD. TAXPAYER IDENTIFICATION NUMBER

1. If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

2. Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

3. If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government;

(d) RFP FORMAT All RFPs should include the information outlined below and in the following order:

- (i) Cover page: A cover page on company letter head to include business legal name, physical address, or other subordinate elements that will perform the services described in this RFP. Include telephone number, point of contact, and official signature of an authorized company representative.
- (ii) Table of Content: Including all sections and sub-sections.
- (iii) Statement of Work: Clearly define the comprehensive solutions that would include implementation, training, and a complete support program. Specification shall include but not limited to equipment or service type, pricing, and any additional cost related to the proposal. The term of the contract shall be for one year with an option to extend for FOUR (4) additional year(s).
- (iv) Minimum Qualifications & Experience:
 - a. Overview of company background, the relationship of any co-ventures, and an identification of subcontractors proposed for use on the contract and their respective percentages of participation.
 - b. Number of Employees
 - c. Corporate/individual qualifications and experiences, including certifications and licenses.
 - d. Certifications & Training
 - e. Key Staff Resumes that will participate on project.
 - f. Evidence of Insurance
 - g. Price-Business Proposal
 - h. Identify Risk and Proposal Litigation -- List of failed projects, suspensions, debarments, etc.
 - i. References -- Three Professional references of applicable work and finance performance (Last Three Years Required: Include Company Name, Project, & Point Contact with phone number and email address)
 - j. Financial Statements and/or Dun & Bradstreet Qualifier Report or Number (Last Two Years Required)
- (iv) After reasonable notice to the Contractor, RCRC may review any of the Contractor's internal records, reports or insurance policies.

3. CLARIFICATION

(a) The Procurement Manager may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

4. PREFERENCES - A NOTICE TO VENDORS

- (a) If applicable please provide information if firm is Minority owned. Business must hold a Certificate of Eligibility issued by the S.C. Division of Small and Minority Business Assistance Office (SMBAO).
- (b) If applicable please provide information if firm is Veteran-Owned. Business must hold a Certificate of Eligibility issued by the Veteran-Owned Small Business Certification (VOSB/SDVOSB/EDVOSB).
- (c) If applicable please provide information if firm is Women owned. Business must hold a Certificate of Eligibility issued by the Woman-Owned Small Business (WOSB/EDWOSB).

5. PROTEST –

(a) Any protest must be addressed to the Executive Director, Richland County Recreation Commission, and submitted in writing

- (i) By email to: procurement@rcrc.state.sc.us
- (ii) By post or delivery to:
Richland County Recreation Commission
Attn: Lakita Watson
7473 Parklane Rd.
Columbia, SC 29223

6. UNIT PRICES REQUIRED

Unit price to be shown for each item.

7. MAILED OFFERS: NUMBER OF COPIES (4)

2. Provide a pre-construction meeting with an RCRC Project Manager and Risk Manager.
3. Installer: Contractor specializing in performing specified installs within this solicitation.

E. REPORTS AND PROJECT CONTROLS:

1. Pre-Project meeting will be held with Richland County Recreation Commission (RCRC) Risk Manager.
2. Weekly onsite project meetings are required with selected contractor and RCRC personnel.
4. Contractor shall provide RCRC with a Safety Plan to the RCRC Risk Manager.
5. **Estimated Project Start Date: 21 September 2021**
6. **Project Completion Date: 20 September 2022**

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL

Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations. [04-4010-1]

MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Veteran-Owned Business? ☐ Yes ☐ No

Is the bidder a South Carolina Certified Minority-Owned Business? ☐ Yes ☐ No

Is the bidder a South Carolina Certified Women-Owned Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL:
<http://www.govoepp.state.sc.us/osmba/>

which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.

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

3. CHOICE-OF-LAW

(a) The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

4. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Manager, (2) the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting the final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by RCRC, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Manager shall be void and of no effect.

5. DISCOUNT FOR PROMPT PAYMENT

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount rate falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

6. DISPUTES

(a) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States' Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

(a) RCRC shall have all its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, RCRC option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the county with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

17. SURVIVAL OF OBLIGATIONS

(a) The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

18. TAXES

(a) Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

19. TERMINATION

(a) Subject to the conditions below, RCRC, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason. **NON-APPROPRIATIONS:** Any contract entered by RCRC resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. **FOR CONVENIENCE:** If this contract is terminated or canceled upon request and for the convenience of RCRC without the required thirty (30) days advance written notice, then RCRC may negotiate reasonable termination costs, if applicable. **FOR CAUSE:** Termination by RCRC for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply. **DEFAULT:** In case of default by the vendor, RCRC reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

20. TERMINATION DUE TO UNAVAILABILITY OF FUNDS

(a) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

21. THIRD PARTY BENEFICIARY

(a) This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

22. WAIVER

(a) The County does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to insist upon any term of the Contract strictly or promptly. Only the Procurement Manager has actual authority to waive any of the County's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS

5. CONTRACT LIMITATIONS

(a) No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

6. CONTRACTOR'S LIABILITY INSURANCE - GENERAL

(a) Contractor shall provide and maintain during the entire performance period minimum insurance limits for LOW RISK as shown in the Minimum Insurance Limits Guideline. Include a copy of your insurance certificate with your bid.

FORM CGL	BASIS	Minimum Insurance Limits Guidelines		
		HIGH RISK	MEDIUM RISK	LOW RISK
	Occurrence	\$5 Million	\$2 Million	\$1Million
	Aggregate	\$10 Million	\$5 Million	\$2Million
	Products-Completed			
	Operation Aggregate	\$10 Million	\$5Million	\$2Million
	Personal/Advertising			
	Injury	\$5 Million	\$2 Million	\$1Million
Employees Liability	BI - Occurrence	\$1 Million	\$500,000	\$250,000
	Disease - Occurrence	\$1 Million	\$500,000	\$250,000
	Disease - Aggregate	\$2 Million	\$1 Million	\$500,000
Business Automobile Liability	Occurrence	\$2 Million	\$2 Million	\$1Million
Workers Comp		Statutory	Statutory	Statutory

(b) Richland County Recreation Commission and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(c) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the County and the officers, officials, employees, and volunteers of any of them. Any insurance or self-insurance maintained by RCRC or the officers, officials, employees, and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(d) Prior to commencement of the work, the Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by RCRC before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. RCRC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(e) Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify RCRC immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(f) Contractor hereby grants to RCRC a waiver of any right to subrogation which any insurer of said Contractor may acquire against RCRC by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether RCRC has received a waiver of subrogation endorsement from the insurer.

(g) RCRC shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Manager shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Manager shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Manager determines to be necessary to protect RCRC against loss because of outstanding liens or claims of former lien holders.

(h) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of RCRC, be the same as if the termination had been issued for the convenience of RCRC. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of RCRC, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(i) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. DEFAULT – SHORT FORM

(a) RCRC may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide RCRC, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

11. ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES

(a) RCRC may bid separately any unusual requirements or large quantities of supplies covered by this contract.

12. ESTIMATED QUANTITY -- UNKNOWN

(a) The total quantity of purchases of any individual item on the contract is not known. The RCRC does not guarantee that RCRC will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

13. ILLEGAL IMMIGRATION

(a) (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14 Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

14. INDEMNIFICATION -- THIRD PARTY CLAIMS

(a) Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits act, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This

(iv) in such other manner as the parties may mutually agree; or,
(v) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(b) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

19. PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY

(a) Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by enough documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

20. PRICE ADJUSTMENTS -- LIMITED BY CPI "OTHER GOODS and SERVICES"

(a) Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), "Other Goods & Services" for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

21. PRICING DATA -- AUDIT -- INSPECTION

(a) [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

22. RELATIONSHIP OF THE PARTIES

(a) Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

23. RESTRICTIONS ON PRESENTING TERMS OF USE OR OFFERING ADDITIONAL SERVICES

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter "applicable services") or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter "terms of

rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Manager, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Manager does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in an accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that RCRC has breached the contract by exercise of the Termination for Convenience Clause.

(d) Compensation.

(i) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Manager may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(ii) The Procurement Manager and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(iii) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Manager shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

- a. contract prices for supplies or services accepted under the contract;
- b. costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;
- c. reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) of this paragraph;
- d. any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(e) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(f) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

IX. ATTACHMENTS TO SOLICITATION

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every

X. SELECTION PROCESS AND EVALUATION CRITERIA

RCRC intends to evaluate all submitted proposals and will select contractors to meet with in an interview format, to discuss the proposal and contractor qualifications, in greater detail. The selected contractor will meet with RCRC to negotiate compensation for the proposal. Therefore, the offeror's initial proposal should contain the offeror's best terms from a performance and design standpoint.

A. EVALUATION CRITERIA

Evaluation criteria to be used in determining the selected firm in order of importance are:

1. **FIRM EXPERIENCE** in providing services(s) to public sector organizations. **QUALIFICATIONS** of staff assigned to the contracts.
2. **UNDERSTANDING OF THE REQUIREMENT** and the ability to provide a safe and accessible site.
3. **REFERENCES** including applicable past work and financial performance.
4. **PREFERENCES:** If applicable please provide information if firm is Minority/Women owned. Must be registered through S.C. Division of Small and Minority Businesses if firm is operating within SC. If veteran-Owned Business, firm must be registered with Veterans First Contracting Program. 2% is allocated to both Minority/Women owned and Veteran owned, not to exceed a total of 5%.
5. **COMPLAINTS** Provide a website or method to resolve complaints from previous clients.
6. **PRICING**
7. **Length of time from order to delivery**

RCRC Procurement Award

Contract #0011-2021

Roofing

Pursuant to RCRC Purchasing and Procurement Policy and Procedures Policy #9045

Presenter: Cicily Shaull, Procurement Manager

MAJOR SOLICITATIONS RCRC USE



Invitation for Bid (IFB): Purchases over \$25,000: A solicitation that describes the planned project in detail. The decision process is based off the **lowest-price** qualified bidder.
Examples: Commercial of the Shelf items or simple services, i.e., Ground Maintenance, Golf Carts, Shirts.

Request for Proposal (RFP): Purchases over \$25,000: A solicitation that provides details about a project, as well as solicits bids from contractors who will help complete the project. This allows for full and open competition to drive down the cost of a solution. Accepting a proposal that is most responsive to specifications may not always mean the lowest-priced bid. Grading criteria is established in the Solicitation. A maximum of 3 employees will be a part of the grading panel, has to be an odd number.

Examples: Items or services tailored to our organization, i.e., Field Renovations for Parks, New Irrigation systems, Security System for Facilities.

Example grading criteria: Firm Experience; Understanding of the Requirements; Reference; Preference (Veteran, Woman or Minority owned businesses), Complaints, Pricing and Length of time for completion.

Information of RFP 0011-2021, Contract #0011-2021

- RCRC used the Request for Proposal (RFP) style solicitation for the Roofing due to it being a construction type project.
- Solicitation RFP 0011-2021 was advertised on SCBO (South Carolina Business Opportunities) and the RCRC website on 22 June 2021.
- Questions on the solicitation were due by 12:00 pm on 7 July 2021.
- Bids were due by 12:00 pm on 21 July 2021. Solicitation was advertised for 43 days.
- Between 21 July and 30 August- RCRC employees grading period.
- Intent of Award was posted 31 August 2021 on the RCRC website. This started the 10-day protest period in case anyone wants to protest before we present the Final Award to the board members. RCRC did not receive any protest to this contract.

Information of RFP 0011-2021, Contract #0011-2021

- 10 bids were received. However, one had to be considered none responsive as they didn't submit a bond with there bid. The Procurement Manager gave that bidder time to submit the bid bond prior to the Intent to Award being posted.

Pursuant to RCRC Purchasing and Procurement Policy and Procedures Policy #9045, C, VI: A performance bond is required for all RCR construction contracts more than \$50,000.

- The Bidding Price Range was from \$287,700 to \$451,900.
The award amount is: \$368,000



POLICY TITLE Purchasing and Procurement Policy and Procedures	POLICY NUMBER 9045	DATE OF REVISION February 22, 2021
ADMINISTRATIVE DIVISION Finance	PREVIOUS NUMBERS 9045 (A&B)	PRIOR REVISIONS 12/16/2013

PURCHASING AND PROCUREMENT POLICY

Recreation Commission of Richland County (the "Commission"), as the governing body of the Recreation District of Richland County, South Carolina ("RCRC") has adopted this Purchasing and Procurement Policy (this "Policy"). The Commission has determined to adopt this Policy to ensure the fair and equitable treatment of all persons and/or businesses who are providing, or seeking to provide, supplies and/or services to RCRC.

A. PURCHASE AUTHORIZATION

I. Procurement Manager

The Procurement Manager of RCRC or an officer of RCRC designated by the Executive Director shall be the "Procurement Manager" for the RCRC. The Procurement Manager shall be responsible for: (A) the purchase of supplies, materials and equipment and contractual services required by RCRC; (B) the storage and distribution of all supplies, materials and equipment required by RCRC; (C) establishing written specifications, whenever practicable, for supplies, materials and equipment required by RCRC - such specifications shall be definite and certain and may be weighted based on those factors deemed prudent by the Procurement Manager; (D) maintaining, whenever practicable, a written inventory of RCRC's materials, supplies or equipment; (E) soliciting and maintaining an up-to-date list of qualified suppliers who have requested their names to be added to a "bidders list;" (F) removal of vendors from the bidder list who have defaulted on their quotations, attempted to defraud the RCRC or who have failed to meet established specifications or delivery dates; and (G) obtaining as full and open competition as possible on all purchases, contracts and sales as described in this Policy.

II. Purchase Thresholds

1. Purchases Less than \$25,000

- A. Unless otherwise provided in this Policy, on purchases of \$2,500 or less, if purchases are fairly shared among qualified suppliers, no competitive quotations are required. The Commission authorizes the following persons: (a) Procurement Manager, and (b) Chief Financial Officer, to make all purchases of less than \$2,500. Each purchase order, denoting a fair and reasonable price, must be entered into RCRC's procurement management system (currently "Microix" or any successor program) (the "Procurement Management System").
- B. Unless otherwise provided in this Policy, on purchases between \$2,500 and \$10,000, written solicitations are required. In compliance with the provisions hereof, the Commission authorizes the (a) Procurement Manager, and (b) Chief Financial Officer to make all purchases of less than \$10,000. The requesting department head (as the end user) shall submit a procurement request form to the Procurement Manager and a purchase order, denoting a fair and reasonable price, must be entered into the Procurement Management System. All quotes and other pertinent documentation must also be entered into the Procurement Management System.
- C. Unless otherwise provided in this Policy, on purchases between \$10,000 and \$25,000, written solicitations from at least three suppliers are required. Notice shall be emailed to various qualified suppliers and advertised in South Carolina Business Opportunities, local daily newspaper, in a conspicuous place within RCRC's main administrative facility (i.e. the lobby, the door of the facility or a similar location), or on the RCRC's website (by a means of central electronic advertising). The requesting department head (as the end user) shall submit a procurement request form, including a scope of work, to the Procurement Manager.

The Procurement Manager shall solicit and obtain the required quotes. Thereafter, the lowest qualified bidder (as described below) shall be selected by the Procurement Manager and, subject to approval by the Chief Financial Officer ("CFO") through the Procurement Management System, awarded the bid. All quotes and other pertinent documentation must also be entered into the Procurement Management System.

2. Purchases greater than \$25,000

- A. Unless otherwise provided in this Policy, on purchases over \$25,000, written solicitations are required. Notice shall be emailed to various qualified suppliers and advertised in South Carolina Business Opportunities, any local daily newspaper, or on RCRC's website (by a means of central electronic advertising). The requesting department head (as the end user) shall submit a procurement request form, including a scope of work, to the Procurement Manager. The Procurement Manager shall solicit and obtain the required quotes, which shall be submitted as sealed bids. Thereafter, the competitive sealed bids shall be opened at a designated place and time and the lowest qualified bidder shall be selected by the Procurement Manager and, subject to approval by the CFO through the Procurement Management System, provided the award. All quotes and other pertinent documentation must also be entered into the Procurement Management System and approved by the CFO.
- B. All purchases over \$100,000 shall be formally approved by the Executive Director and the Commission. However, nothing herein prohibits a preliminary award to be made by the Procurement Officer and approved by the Executive Director pending formal approval by the Commission.
- C. Bidding time will be set to provide bidders a reasonable time to prepare their bids. A minimum of seven (7) business days shall be provided unless a shorter time is deemed necessary for a procurement as determined in writing by the Procurement Manager.

3. Lowest Qualified Bidder

- A. In determining the lowest qualified bidder, in addition to price, the Procurement Manager may consider:
 - 1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - 2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - 4. The quality of performance of previous contracts or services;
 - 5. The previous and existing compliance by the bidder with laws and resolutions relating to the contract or services;
 - 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - 7. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and
 - 9. The number and scope of conditions attached to the bid.
 - 10. Conformance with the requirements of the bid solicitation.

4. Receipt of Bids

In order for any bid to be considered, complete bids and any supporting documents must be received by the Procurement Manager or the other authorized officials of RCRC prior to the opening date and time. Any bids or supporting documents not received by the opening date and time will not be considered.

5. Corrections

To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake, in the judgment of the Procurement Manager, is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition

6. Tie Bids

In the event two or more bidders are tied in price while otherwise meeting all other bid conditions, award shall be made to the bidder that has the closest geographical proximity to RCRC.

7. Online Bidding

In the discretion of the Procurement Manager, RCRC may utilize competitive online bidding (subject to the other competitive bid procedures herein). Online bidding requirements shall be subject to the bid conditions and parameters established by RCRC's online bid provider.

8. Forms

Templates for a procurement request and a scope of work are attached hereto as Appendices A and B, respectively.

III. Certain Contracts

1. Notwithstanding the purchasing thresholds herein, architectural, engineering and surveying contracts may be directly negotiated. The selection, however, must be made upon certain qualifying criteria as established by the Procurement Manager and the contract must be approved by the Commission.
2. Professional services for (a) attorneys, (b) auditors, (c) consultants, and (d) technology providers are explicitly exempted from the provisions of this Policy. Notwithstanding such exemption, RCRC may determine to pre-qualify and select professional service providers through the Request for Qualifications process, as defined in Section C(IV), or utilize any other procurement method as determined by the Procurement Manager.
3. RCRC, in the reasonable discretion of the Executive Director, may exempt specific supplies, services, information technology or construction and grant projects from the purchasing procedures required by this Policy; such exemptions shall be approved by the Commission.
4. Utility providers including those for electric, natural gas, telecommunications, water, wastewater services, waste management and other utility services, as applicable, are explicitly exempted from the provisions of this Policy.

IV. Land Acquisition

Pursuant to Act No. 873 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1960, as amended, the District is authorized to acquire, by gift purchase or through the exercise of eminent domain, lands or interest thereon whereupon to establish physical education and recreation facilities, including tennis courts, baseball diamonds, football fields, basketball courts, swimming pools, other facilities of like nature and general recreational facilities.

V. Lease Purchases

To the extent necessary, the Executive Director may negotiate the terms of any lease-purchase or installment-purchase transaction so long as the financing is ratified and/or approved by the Commission.

VI. Single Source Vendors

The Procurement Manager may, out of reasonable necessity, make direct purchases from a single source vendor. The determination of reasonable necessity shall be made by the Procurement Manager and supported by written documentation approved by the Executive Director on a form substantially similar to that form included as Appendix C hereto. Documentation supporting the single sourcing of procurement shall be entered into the Procurement Management System. Examples include, but are not limited to, electrical suppliers where only select markets provide service within an area, vendors that provide long-term support or services for specific equipment such as radio systems, phone systems, extrication equipment, etc. In these instances, any time that other providers may be available to provide similar services, proposals should be received from these vendors.

VII. Purchasing Preference

1. Preferred Vendor Preference

- A. RCRC has determined that it is in the best interest of RCRC to afford businesses owned and operated by minorities, veterans and woman preference over other vendors in the procurement of goods and services pursuant to this Policy (a "Preferred Vendor Preference").
- B. A "Preferred Vendor" for the purposes of this Section shall be defined as either a minority business, veteran owned business, or woman-owned business. The term "minority business" means a business holding a Certificate of Eligibility issued by the South Carolina Small and Minority Business Assistance Office (SMBAO); "veteran owned" means a business holding a Certificate of Eligibility issued by the Veteran-Owned Small Business Certification (VOSB/SDVOSB/EDVOSB); "woman-owned" means a business holding a Certificate of Eligibility issued by the Woman-Owned Small Business Certification (WOSB/EDWOSB).
- C. To establish qualification as a Preferred Vendor for purposes of this Section, a vendor shall provide written documentation certifying the vendor's qualifications under Section VII(1)(B) above within its bid submission package. If the Procurement Manager determines that a vendor has materially misrepresented its qualifications as a Preferred Vendor, RCRC may disqualify that vendor from participating in the Preferred Vendor Preference program under this Section for a period of two years from the date of the submission of the documents which contain such misrepresentations.

- D. In order to qualify as a project which is subject to the Preferred Vendor Preference established in this Section, RCRC or its agent must include a statement within the bid solicitation that such project is designated for the Preferred Vendor Preference under this Section. If such a statement is not included in the bid solicitation, then that project is not designated for the Preferred Vendor Preference, and that preference is not available or applicable to that project.
- E. Except as provided in Section VII(1)(D) above, this Preferred Vendor Preference applies in any competitive bid solicitation when the lowest qualified bidder that does not qualify as a Preferred Vendor submits the lowest priced bid, and one or more bids by responsive and qualified Preferred Vendors are priced within five percent (5%) higher than the bid of the non-preferred vendor. In such instance, each of the responsive, qualified Preferred Vendors with bids within the range set forth above shall have the opportunity to submit a revised bid at or below the price submitted by the low-bid non-preferred Vendor. Any such revised bids submitted more than five working days after the posting of the qualified and responsive bids shall not be considered in the process of awarding the project. If a Preferred Vendor submits a revised bid which is responsive, responsible, and equal to or lower than the low bid by the non-preferred Vendor, then the award shall be made to the Preferred Vendor. If two or more revised bids are received for the same amount, then the procedures set forth elsewhere in this Policy shall govern further bid processes in that project.
- F. Any vendor, local or non-local, which is awarded a contract by RCRC shall make every reasonable effort to procure all labor, material, equipment, services and other items necessary for the completion of the project from vendors which meet the Preferred Vendor qualifications set forth in this Section. The vendor shall provide evidence of this reasonable effort to RCRC upon request.
- G. Documentation supporting an award to any Preferred Vendor shall be submitted to and maintained in the Procurement Management System.

2. Local Vendor Preference

- A. RCRC has determined that it is in the best interest of RCRC to afford local vendors preference over non-local vendors in the procurement of goods and services pursuant to this Policy.
- B. A "Local Vendor" for the purposes of this Section shall be defined as an individual or business entity which offers goods and/or services to the public and meets the following qualifications: (1) is licensed to operate its business in Richland County, or any municipalities or local governmental entities located within Richland County; (2) has a physical address located within Richland County; (3) owns real and/or personal property which is subject to property taxes paid in Richland County; (4) has one or more paid owners or employees residing within Richland County; and (5) has its owner, president, or other principal officer working out of the physical office located in Richland County for more time during any given year than out of any other office located outside of Richland County.
- C. To establish qualification as a Local Vendor for purposes of this Section, a vendor shall provide written documentation certifying the vendor's qualifications under Subsection VII (2)B above within its bid submission package. If RCRC determines that a vendor has materially misrepresented its qualifications as a Local Vendor, RCRC may disqualify that vendor from participating in the Local Vendor Preference program under this Section for a

period of two (2) years from the date of the submission of the documents which contain such misrepresentations.

- D. In order to qualify as a project which is subject to the Local Vendor Preference established in this Section, RCRC or its agent must include a statement within the bid solicitation that such project is designated for the Local Vendor Preference under this Section. If such a statement is not included in the bid solicitation, then that project is not designated for the Local Vendor Preference, and that preference is not available or applicable to that project.
- E. Except as provided in Section VII(2)(D), this Local Vendor Preference applies in any competitive bid solicitation when a responsive, responsible bidder that does not qualify as a Local Vendor submits the lowest priced bid, and one or more bids by responsive and responsible qualified Local Vendors are priced within five percent (5%) higher than the bid of the non-local vendor. In such instance, each of the responsive, responsible Local Vendors with bids within the range set forth above shall have the opportunity to submit a revised bid at or below the price submitted by the low-bid non-Local Vendor. Any such revised bids submitted more than five (5) working days after the posting of the qualified and responsive bids shall not be considered in the process of awarding the project. If a Local Vendor submits a revised bid which is responsive, responsible, and equal to or lower than the low bid by the non-Local Vendor, then the award shall be made to the Local Vendor. If two or more revised bids are received for the same amount, then the procedures set forth elsewhere in the Policy shall govern further bid processes in that project.
- F. Any vendor, local or non-local, which is awarded a contract in by RCRC shall make every reasonable effort to procure all labor, material, equipment, services and other items necessary for the completion of the project from vendors which meet the Local Vendor qualifications set forth in this Section. The vendor shall provide evidence of this reasonable effort to RCRC upon request.
- G. Documentation supporting an award to any Local Vendor shall be submitted to and maintained in the Procurement Management System

VIII. Surplus Property

1. Surplus property consists of property of RCRC means property which as determined by the Procurement Manager: (a) has reached or is rapidly approaching an expiration date or the end of its useful life; (b) is worn-out or otherwise no longer useful to the organization for its intended purposes; (c) is obsolete; or (d) too costly to maintain or operate.
2. Items which have little or no salvage value, considering the cost of disposing of same, such as older model computers and printers, may be offered to employees at nominal prices, as established by Procurement Manager, before other means of disposition are considered.
3. Items with salvage value, but which are likely to bring little at a conventional auction, may be sold through an internet site such as www.govdeals.com or any other reputable internet site or auction service which the Procurement Manager has determined will offer the most exposure to potential interested buyers, or which will likely result in the highest return for RCRC.
4. Surplus property with trade-in value may also be traded-in to a dealer or vendor in exchange for, or toward the purchase of, items needed by RCRC.
5. Surplus property may also be sold to, traded with or donated to governmental entities or other non-

profit water companies, if such is found to be in the best interests of RCRC.

IX. Emergency Procurement

The Executive Director may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, critical economy and efficiency, safety under emergency conditions, or where normal daily operations are affected; provided that such emergency procurements shall be made with such competition as is practical under the circumstances. A written determination of the basis of the emergency and the selection of the contractor shall be included in the contract file in the Procurement Management System; the form of such written determination is included as Appendix D.

X. Cooperative Purchasing

RCRC, at the discretion of the Commission, may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction services with one or more public procurement entities or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement entities and open-ended state public procurement unit contracts which shall be made available to local public procurement units.

XI. Confidentiality

Bidders shall be instructed to visibly mark as "confidential" each part of their bid, which they consider to be proprietary information.

B. LIMITATIONS

I. Unlawful to use RCRC position for private gain

It shall be unlawful for any official, employee, volunteer of RCRC or member of the Commission to use their relationship with RCRC as a means to gain economic advantage while conducting personal business activities with firms which provide special pricing to RCRC and using their status with RCRC to gain such advantage shall be punishable to the fullest extent of the laws of the State of South Carolina (the "State").

II. Noncompetitive purchases

The purchasing of supplies, materials or items of equipment that are controlled by virtue of patent or copyright rights so that competition is impracticable, or where the articles proposed to be purchased are produced and offered for sale by fewer than five reputable firms eligible to offer their products in direct competition and where it is impracticable to substitute other supplies, materials or items of equipment proposed to be purchased, informal purchase negotiations may be undertaken by the staff and purchase awards may be made as a result of such negotiations, provided that if the purchase or purchase contract involves more than \$2,500, the award must be approved by the Executive Director (notwithstanding any provisions herein to the contrary), and there shall be noted on the tabulation sheet (to be filed in the Procurement Management System) a statement describing in detail the procedure followed.

III. Prohibition of Interest

1. Any purchase order or contract within the purview of RCRC in which an agent or any officer or employee of RCRC or member of the Commission is financially interested, directly or indirectly, shall be void.

2. Every officer, employee, volunteer of RCRC or member of the Commission is expressly prohibited from accepting, directly or indirectly, from any person to which purchase order or contract is or might be awarded, any rebate, gift, money or anything of value whatsoever, except where given for the use and benefit of RCRC.
3. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations nor to prohibit employees from obtaining loans from regular lending institutions.

C. BID REQUIREMENTS

I. Competitive bidding required

Except as otherwise provided herein, all purchases of and contracts for supplies and contractual services, all leases and rental agreements and all sales of RCRC property which has become obsolete and usable shall, except as otherwise specifically provided in this Policy, be based wherever possible on competitive bids.

II. Request for Proposals

A Request for Proposals is a competitive bidding method. Through this process RCRC drafts a document known as a Request for Proposals, wherein proposals are solicited for a specified procurement; bidders then respond to the Request for Proposals by submitting binding proposals, or bids, for the provision of the specified procurement. RCRC then selects the lowest qualified bidder from the submitted proposals.

III. Bid Acceptance and Evaluation

Bid acceptance and evaluation tabulations shall be unconditionally accepted without alteration or correction, except as authorized herein. The Procurement Manager shall oversee the bid evaluation process. Bids shall be evaluated based on the requirements set forth in the invitation of bids, which may include criteria to determine acceptability, such as inspection, specifications, testing, quality workmanship, deliver and suitability for a particular purpose. Determination of the lowest qualified bidder shall be pursuant to Section (A)(II)(3). RCRC reserves the right to reject or accept any proposal. Minor informalities or irregularities in bids, the result of which do not affect the total bid price, quality, quantity or delivery of the supplies or performance of the contract, may be waived by the Procurement Manager; reasons for such waiver should be memorialized in the Procurement Management System.

IV. Pre-qualified Candidates

If the Procurement Manager determines that the use of competitive bidding is not suited for the complexity of the project, may not allow necessary flexibility, may not result in requisite innovation or may unduly restrict cost savings, the Procurement Manager may, with the Executive Director's approval of the bidders, pre-qualify a field of bidders through a Request for Qualifications. A Request for Qualifications is a written solicitation produced by RCRC, for the purpose of establishing qualification standards and identifying bidders for pre-qualification. Such Request for Qualifications must require information concerning the prospective bidders' product specifications, qualifications, experience, and ability to perform the requirements of the contract. Thereafter, the Procurement Manager may request competitive bids, through a Request for Proposals or other authorized means, from only the prequalified candidates.

V. Performance Bonds

1. Generally. A performance bond is required for all RCRC construction contracts more than \$50,000, and any other procurements in which risk protection is appropriate as set forth above, in the amount of at least 100% of the contract price. The performance bond shall be delivered by the proposed contractor to RCRC at the same time the contract is executed. If a bidder or vendor fails to deliver the required performance bond, the bidder's or vendor's bid or offer shall be rejected and its bid or offer security shall be forfeited. In the event of such a failure RCRC may, at its discretion: (i) award the contract to the next lowest qualified bidder; or (ii) engage in negotiations for a contract with the next eligible offer; or (iii) conduct a re-procurement to satisfy the requirement.
2. Reduction of Amount. The amount of a performance bond may be reduced, depending upon the circumstances in a procurement.
 - A. Prior to Solicitation: The Commission may elect to reduce the performance bond required prior to issuing a solicitation for a construction contract procurement to a lesser amount if the Commission determines that such lesser amount provides adequate protection for RCRC or that it is less costly or more advantageous to RCRC to self-insure a part of the performance of the contractor.
 - B. During Performance: The Commission may reduce the amount of the performance bond as work is completed, if the Executive Director determines in writing that such reduction is in the best interests of RCRC.

VI. Right to revoke award; Cancellation

1. RCRC acting through the Executive Director, expressly reserves the right to revoke the contract award to the lowest qualified bidder if: (1) it determines that the information on which the award was granted was erroneous; and (2) the correct information makes the awarded bidder's material or product not meet the standards and specification required by the law. If an award is revoked, RCRC must re-advertise in order to award the bid. This section shall be deemed a part of the terms and conditions of the Commission's solicitation of bids, and all bidders shall be deemed to have accepted the terms and conditions of this section.
2. Any solicitation under this Policy may be canceled, or any or all bids or proposals may be rejected in whole or part as may be specified in the solicitation, when it is in the best interest of RCRC. The reasons for rejection, supported with documentation sufficient to satisfy external audit, shall be made a part of the Procurement Management System.

VII. Procurement Regulations of Other Entities

Whenever procurements are funded with state or federal funds, the procurement shall be made in compliance with applicable state and federal laws and regulations, if any, as may be required as a condition of the receipt of such funds. Whenever this Policy is more restrictive than the state or federal laws and regulations, the provisions of this Policy and the related RCRC procedures shall be followed.

VIII. Projects with Multiple Stages

When projects subject to the provisions of this Policy have multiple stages, which could be subject to either a single bid or proposal for all stages or to multiple bids or proposals for the stages as they evolve, RCRC

may seek bids or proposals for the entire project or it may seek bids or proposals for the initial stage of the project and thereafter amend the initial contract after it is in operation, or within a reasonable time of its completion, to include the subsequent stages. In the latter instance, the subsequent stages must be similar in character of performance and location, when location is relevant to the initial stage, and the pricing components for the subsequent stages must be substantially the same as the initial contract submitted for bids or proposals.

IX. Multi-Term Contracts

To the extent permitted by law, a contract for supplies or services may be entered into for a period of time not to exceed a total of five years, provided: (a) the terms of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting; (b) such contracts shall contain a clause stating that when funds are not appropriated to support continued performance in any subsequent fiscal period, the contract shall be cancelled and shall not be subject to non-substitution of subsequent providers; and (c) pricing increases for succeeding fiscal periods, if any, shall not exceed 10% of the preceding year's contract price. Approval of a multi-term contracts will be pursuant to the purchase thresholds established in Article (A)(II) as determined by the annual contract cost.

X. Blanket Purchase Agreements

The Executive Director may permit the Procurement Manager to negotiate blanket purchase agreements to reduce administrative costs in procuring repetitive small quantities of supplies or services. The Procurement Manager shall negotiate all blanket purchase agreements for approval and execution by the Executive Director.

D. ALTERNATIVE PROJECT DELIVERY METHODS

I. Generally

The Executive Director may determine that the use of an alternative project delivery method, as set forth in this Article D, is in the best interest of RCRC. In such event, the Executive Director shall detail in the project file (filed to the Procurement Management System) why utilizing such alternative project delivery method is in the best interest of RCRC. Thereafter, the Commission shall make a written determination whether to utilize such alternative project delivery method. The terms used herein and not otherwise defined shall generally have the same meaning as for those terms defined in the State's procurement code, which is found at Title 11, Chapter 35 of the South Carolina Code of Laws 1976, as amended; where any such terms have been changed, those terms have been intentionally adapted for use by RCRC. The policy of the State in promoting alternate forms of project delivery, as set forth in Act No. 41 of 2019, is acknowledged as authority for implementing these specialized procurement methods.

II. Alternative Procurement Methods

1. Design-Build is a project delivery method in which RCRC enters into a single contract for design and construction of a facility. Procurement of Design-Build services is appropriate when RCRC does not have the in-house capability to design and supervise the project, and when compliance with technical regulations and best practices for construction is critical. With the assistance of experts, the RCRC may develop performance specifications for the desired infrastructure which can then be used to develop Design Requirements for submission to Design-Build firms for development. The Design-Build services may be awarded to either (a) the responsive, responsible bidder where price is a factor, or (b) the responsible contractor (selected from a group of pre-approved contractors) who is the low

bidder. Errors and omissions insurance are required to cover the architectural and engineering services provided by the offeror.

2. Design-Bid-Build is a project delivery method in which RCRC sequentially awards separate contracts; the first for Architectural and Engineering Services to design the project, and the second, based on competitive bidding by RCRC, for construction of the project according to the final design. This is the traditional method of designing and constructing facilities. The procurement of Construction Management Services (see Section (D)(II)(6) hereinbelow) for such a project would make this method a specialized method of procurement.
3. Operation and Maintenance is a project delivery method whereby RCRC enters into a single contract for the routine operation, routine repair, and routine maintenance of an existing, or to-be-constructed, facility. Operation and Maintenance services shall be procured from prequalified contractors by utilizing competitive sealed proposals submitted in response to a Request for Proposals, which has established the supplies and services required to maintain and operate facilities.
4. Design-Build-Operate-Maintain is a project delivery method in which RCRC enters into a single contract for design, construction, operation and maintenance of a facility over a contractually defined period. Ownership of the facility may be in the name of RCRC or leased by RCRC from a non-profit corporation. All or a portion of the funds required to pay for the services provided by the contractor during the contract period are either appropriated by RCRC prior to award of the contract or secured by RCRC through fee or user charges or other sources of revenue. RCRC should not participate in financing any such project without an opinion from bond counsel or tax counsel. Errors and Omissions insurance is required to cover the architectural and engineering services provided by the offeror.
5. Design-Build-Finance-Operate-Maintain is a project delivery method in which RCRC enters a single contract for design, construction, finance, operation, and maintenance of a facility over a contractually defined period. No funds are appropriated to pay for any part of the services provided by the contractor during the contract period. Procurement of Design-Build-Finance-Operate-Maintain services shall generally follow procedures outlined above for Design-Build projects with the additional elements of financing and operation incorporated into the project. A preliminary determination should have been made by RCRC that project revenues would be sufficient, over the length of the proposed contract, to cover design, construction, finance, and operations, and that the traditional Design-Bid-Build approach is not advantageous for this project. RCRC should not participate in financing any such project without an opinion from bond counsel or tax counsel. Errors and Omissions insurance is required to cover the architectural and engineering services provided by the offeror.
6. Construction Management At-Risk is a project delivery method in which RCRC awards separate contracts; one for architectural and engineering services to design a facility, and the second to a construction manager at-risk for both preconstruction and construction of the facility according to the design specifications of the architect or engineer. The contract with the construction manager at-risk may be awarded before completion of design. The construction manager at-risk shall assume the risk for construction, rehabilitation, alteration, or repair of the facility at a fixed or guaranteed maximum price.
7. Construction Management Services is a project delivery process by which a qualified third-party provides construction leadership with a defined scope throughout various phases of the project (e.g. planning, design and construction). Construction Management Services are typically procured using competitive sealed bidding or Requests for Proposals and bids may be awarded to either (a) the responsive responsible bidder where price is a factor, or (b) the responsible contractor (selected from

a group of pre-approved contractors) who is the low bidder. Construction Management Services, specifically including a construction manager at-risk, may be procured for any of the alternative delivery methods authorized herein. Errors and Omissions insurance may be required to cover any architectural and engineering services provided by the offeror.

8. Other Special Project Delivery Methods or combinations of the above may be utilized provided that RCRC can demonstrate that the delivery methods meet the intent of this Policy and receives the approval of the Commission. Insurance of various types may be required as additional security for RCRC for the method of project delivery.

III. Alternative Delivery Method Bidding

Alternative delivery methods should be procured pursuant to a competitive Request for Proposals and may be prequalified through a Request for Qualifications.

E. APPEALS; AUTHORITY TO DEBAR

I. Protests

1. Right to Protest.

A. For purchases less than \$50,000, any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Procurement Manager within ten business days of the purchase being awarded. Within 15 business days of the receipt of such written protest, the Procurement Manager shall hold a hearing on the protest and make a render a decision on the protest. The Procurement Manager's decision shall be final.

B. For purchases greater than \$50,000, any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Executive Director within ten business days of the purchase being awarded. Respecting protests for purchases in excess of \$100,000, the date of the award shall be considered the date of any preliminary award under Section (A)(II)(2)(B) hereof if a preliminary award is actually made in advance of formal approval by the Commission; in the absence of a preliminary award under Section (A)(II)(2)(B), the formal award date by the Commission shall be controlling. The protest, setting forth the grievance and the grounds thereof, shall be submitted in writing within ten days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance after 15 business days notification of the award of the contract. The remaining provisions of this Section E(I) regarding Resolution, Decision and Appeal shall only apply to a written protest under Section E(I)(1)(B).

2. Resolution. The Executive Director shall have the authority to settle or resolve a protest of an aggrieved bidder, proposer, or contractor (actual or prospective), concerning any award of a contract.
3. Decision. If the protest is not resolved by mutual agreement, the Executive Director shall issue a decision in writing within ten business days after receipt of the initial protest. The decision shall state the reasons for the action taken.
4. Appeal. A decision of the Executive Director may be appealed to the Commission within 10 business days of the submission of the written decision by the Executive Director. Requests for an appeal to

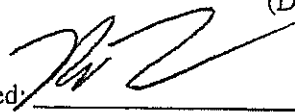
the Commission shall be held during the next occurring regularly scheduled meeting of the Commission, or such other time as may be mutually agreeable to the parties. At the meeting, the aggrieved party and the Executive Director shall have an opportunity to present their findings to the Commission. Upon receipt of the findings of both parties, the Commission shall make a final determination. The decision of the Commission shall be final and conclusive.

II. Debarment

After reasonable notice to the person or firm involved and reasonable opportunity to be heard, the Executive Director shall have the authority to debar or suspend a person, contractor or firm from consideration for award of any contract by RCRC. Any debarment or suspension of a person or firm, including the terms thereof, shall be approved by the Commission (with advice from RCRC's attorney) in writing.

ADOPTED BY THE RICHLAND COUNTY RECREATION COMMISSION BOARD

BOARD MEETING DATE: February 22, 2021
(Date Approved)

Approved: 

Robert Lapin, Chair

(For more information about this policy, contact the Finance Department.)



POLICY TITLE Purchasing and Procurement Policy and Procedures	POLICY NUMBER 9045	DATE OF REVISION February 22, 2021
ADMINISTRATIVE DIVISION Finance	PREVIOUS NUMBERS 9045 (A&B)	PRIOR REVISIONS 12/16/2013

APPENDIX A
Request for Procurement

Department: _____ Date Submitted: _____

Point of contact: _____ Date Needed: _____

Items to be requested: _____

Estimated dollar amount: \$ _____ Account Number: _____

Purchases \$2,501 and up

a. Fill out this form and sign

f. Purchases must also be approved within the Procurement Management System:

Signature: _____

Requester Name: _____

Chief Financial Officer's Signature: _____

Procurement Department use only:

1. Purchases \$2,501 - \$10 K

- a. Scope of Work ☐
b. Two (2) written quotes ☐
c. Using state Contract? YES OR NO

2. Purchases \$10,001 – 25K

- a. Scope of Work ☐
b. Three (3) written quotes ☐
c. Using state Contract? YES OR NO
d. Approval by Executive Director ☐

3. Purchases \$25,001 – 100k

- a. Scope of work ☐
b. Three (3) written quotes
c. Using state Contract? YES OR NO
d. Approval by Executive Director ☐

4. Purchases \$100,001 – 250K

- a. Scope of Work ☐
b. Three (3) written quotes ☐
c. Approval by Commission ☐

5. Purchases \$250K, plus

- a. Scope of Work ☐
b. Three (3) written quotes ☐
c. Approval by Commission ☐

6. Is it a Sole Source? Yes or No

- a. Sole Source Justification ☐
b. Approval by Executive Director ☐

SOLICITATION NUMBER: _____ CONTRACT NUMBER: _____

PURCHASES OF \$5,001 - \$10K (RFQ- Request for Quote) – Not under state contract

1. End user must fill out the RCRC Procurement Request form and submit to the Procurement Manager at least **45 Business Days Prior to Needing the Items.**
2. A Scope of Work (SOW) or the RCRC SOW Worksheet must accompany the RCRC Procurement Request form.
3. End user will submit a request for purchase orders within the Procurement Management System and attach quote and any supporting documents. "Price is Fair and Reasonable" must be noted in the Purchase Order request.
4. Purchases must be approved by the Chief Financial Officer within the Procurement Management System.

PURCHASES OF \$10,001 - \$25,000 (RFQ- Request for Quote) – Not under state contract

1. End user must fill out the RCRC Procurement Request form and submit to the Procurement Manager at least **45 Business Days Prior to Needing the Items.**
2. A Scope of Work (SOW) or the RCRC SOW Worksheet must accompany the RCRC Procurement Request form.
3. The end user will submit a request for purchase order within the Procurement Management System and attach the quote and any other supporting documents.

PURCHASES OF \$25,001 - \$100,000 (IFB- Invitation for Bid)

1. End user will fill out the RCRC Procurement Request form and submit to the Procurement Manager at least **90 Business Days Prior to Needing the Items.**
2. End user will create a Scope of Work (SOW) after conducting market research and submit the final draft to the Procurement Manager at least **60 Business Days Prior to Needing the Items.**
3. Procurement will submit a solicitation in the South Carolina Business Opportunities (SCBO) and on RCRC procurement website.
4. The Procurement Manager will send end user the intent to award.
5. The end user will submit a request for purchase order within the Procurement Management System and attaching the intent to award and any other supporting documents.

PURCHASES COT's (Commercially available Off-the-Shelf products) 10,001-100K (RFQ- Request for Quote)

1. End user will fill out the RCRC Procurement Request form and submit to the Procurement Manager at least **90 Business Days Prior to Needing the Items.**
2. End user will conduct market research with procurement.
3. End user will create a Scope of Work (SOW) after conducting market research and submit the final draft to the Procurement Manager at least **60 Business Days Prior to Needing the Items.**
4. Procurement will submit a public notice to be advertised in the South Carolina Business Opportunities (SCBO) and on RCRC procurement website.
5. The end user will submit a request for purchase order within the Procurement Management System and attaching the intent to award and any other supporting documents.

PURCHASES ABOVE \$100,001 (IFB- Invitation for Bid through State Procurement)

1. End user will fill out the RCRC Procurement Request form and submit to the Procurement Manager at least **150 Business Days Prior to Needing the Items.**
2. User department will conduct market research with procurement.
3. End user will create a Scope of Work (SOW) after conducting market research and submit the final draft to the Procurement Manager at least **100 Business Days Prior to Needing the Items.**
4. The end user will submit a request for purchase order within the Procurement Management System and attaching the intent to award and any other supporting documents.

Appendix B
RCRC Scope of Work Analysis Worksheet

Project Name:	
Prepared by:	
Department:	
Date:	
Project Goal (Introduction):	
Background:	
Scope of Work	
Requirements	
Special Requirements	
Compliance	

Project Deliverables	
Project Timeline	
Project Budget	
Attachments: (number and identify)	



POLICY TITLE Purchasing and Procurement Policy and Procedures	POLICY NUMBER 9045	DATE OF REVISION February 22, 2021
ADMINISTRATIVE DIVISION Finance	PREVIOUS NUMBERS 9045 (A&B)	PRIOR REVISIONS 12/16/2013

APPENDIX C
JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the authority of the Single Source Provisions of the Purchasing Policy.

This governmental body proposes to procure

As a sole source procurement from

On the basis of: _____

(Date)

Executive Director or Designee

- NOTES:
- (1) Enter description of goods or services to be procured.
 - (2) Enter name of sole source contractor.
 - (3) Enter the determination and basis for sole source procurement.



POLICY TITLE Purchasing and Procurement Policy and Procedures	POLICY NUMBER 9045	DATE OF REVISION February 22, 2021
ADMINISTRATIVE DIVISION Finance	PREVIOUS NUMBERS 9045 (A&B)	PRIOR REVISIONS 12/16/2013

APPENDIX D
JUSTIFICATION FOR EMERGENCY PROCUREMENT

Based upon the following determination, the proposed procurement action described below is being procured pursuant to the Procurement Policy.

This governmental body proposes to procure

as an emergency procurement from

The basis for this emergency determination is:

- NOTES:
- (1) Enter description of goods or services to be procured.
 - (2) Enter name of emergency contractor.
 - (3) Enter the determination and basis for emergency procurement.

Account Number: _____

Signature of Executive Director

Date



POLICY TITLE Purchasing and Procurement Policy and Procedures	POLICY NUMBER 9045	DATE OF REVISION February 22, 2021
ADMINISTRATIVE DIVISION Finance	PREVIOUS NUMBERS 9045 (A&B)	PRIOR REVISIONS 12/16/2013

BOARD MEETING DATE: February 22, 2021
(Date Approved)

Approved. 
Lakita Watson, Executive Director

(For more information about this policy, contact the Finance Department.)