



## ***PROCUREMENT DEPARTMENT***

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**Teria G. Sheffield**  
**Procurement Director**

**SOLICITATION TYPE:** Request for Proposals

**DATE:** 8/25/2023

**ID Number:** 2895

**Title:** York County Digital Budget Book Software

**Due Date/Time:** September 20, 2023 at 11:00 a.m.

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Opening Location:**

Government Center Building  
Room 3401  
6 S. Congress St., York, SC 29745

**Point of Contact:** Bryant Cook, Procurement Manager

**Questions Deadline:** No later than September 14, 2023 at 4:00 p.m.

**Tentative Date of Council Approval:** October 16, 2023

## **SECTION 1 SCOPE OF WORK AND SPECIFICATIONS**

### **1.1 Description**

York County is seeking sealed proposals from qualified firms to provide a turnkey software solution for the implementation, deployment, and ongoing support of an on demand Interactive Digital Budget Book Software for York County website as a tool for citizens to navigate the county budget.

It is York County's intent to describe in general terms, the services needed for a software solution. All parts, items, details of services or features not specifically mentioned which are regularly provided by the practice in order to complete this type of work/service shall be provided in response to this Request.

Responses to this RFP will be used to determine the relative qualifications of various firms to perform the scope of work and tasks specified. The County is seeking a proposing firm with demonstrated expertise that meets the requirements of this RFP.

It is anticipated that an agreement for software services will be negotiated and executed between York County and the firm who is determined to best meet the needs of the County.

### **1.2 Background**

The budget is a great communication tool for York County. Ultimately, it shows taxpayers where their money is going, but only if it's in an easy to read and understandable format. York County wants to digitally communicate its budget on the County's website in such a way that is easy to understand, user-friendly, and interactive. Therefore, the York County Finance Department is searching for a government budgeting software that can enhance the efficiency of the County's budget process internally; as well as, display the County's budget in a transparent, interactive and user-friendly manner on the county's website at [www.yorkcountygov.com](http://www.yorkcountygov.com).

### **1.3 Functional Specifications**

The Offeror's capabilities to match York County's objectives and specific overall functional requirements for the Software and related services will be evaluated. Refer to **Exhibit A** (Functional Requirements & Check List)

### **1.4 Technical Specifications**

The Offeror's capabilities to match York County's objectives and specific overall technical requirements for the Software and related services will be evaluated. Refer to **Exhibit B** (Technical Requirements & Check List)

- General Application Requirements
- Database
- Network
- Security / Administration
- Backup
- Interface-ability
- Implementation Requirements

- Support

Requested Technical Information (as described in Exhibit B)

- Application
- Requested Information Relative to Protecting York County
- Database
- Network
- Support

## **1.5 Implementation Plan**

The Offeror must provide a detailed plan for implementing the proposed system. This information **MUST** include:

- Detailed methodology for implementation. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Detailed strategy for data conversion. Indicate the automated tools or programs which may be used to convert budget data as well as the assumed or estimated breakdown of effort between the implementing consultant and the County's staff.
- Project organization chart showing expectations of County and Offeror.
- The availability of a separate online training site provided during and after implementation.
- Names, titles, resumes, and references of implementers likely to be assigned to this project.
- The role and responsibility of the system and/or implementation consultant in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).
- The role and responsibility of County staff in the design and implementation.

## **1.6 Training Plan**

The Offeror must provide a detailed plan for training. This information **MUST** include:

- Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end-users, and technology personnel.
- The role and responsibility of the software and/or implementation consultant in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to County end-users).

- The role and responsibility of County staff in the design and implementation of the training plan.
- The knowledge transfer strategy proposed by the software and/or implementation consultant to prepare County staff to maintain the system after it is placed into production.
- Descriptions of Classes/Courses/Webinars and other training activities proposed in the training plan. (The Offeror should specify the unit of measure for its training (e.g., units, classes, days, etc.) and define the hours associated with these units of measure.) The Offeror must be very clear about exactly what training is included in the cost of the proposal.

## **1.7 Maintenance and Support Program**

The proposal must specify the nature of any post-implementation and on-going support provided by the Offeror including:

- Post-implementation support.
- Telephone support (e.g., include toll-free support hotline, hours of operation, availability of business hours hotline, etc.).
- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- Response time for and definition of various types (levels of severity) of problems reported to the support network (e.g., critical issue response time).
- Delivery method of future upgrades and product enhancements, if any, including historical frequency of upgrades by module.
- Availability of user groups and their geographic areas.
- Problem reporting and resolution procedures.
- Bug fixes and patches.
- All maintenance requirements.
- Current Backup procedures to include time schedule, retention schedule, and stored locations of backups.

**SECTION 2 REQUIRMENTS**

**EXHIBIT A  
FUNCTIONAL REQUIREMENTS & CHECK LIST**

<b>Key*</b>	<b>Description</b>
<b>YF</b>	<b>Yes – Fully</b> , provided "Commercial Off-The-Shelf (COTS)"
<b>YC</b>	<b>Yes – with Customization</b>
<b>AC</b>	In separate module(s) available at <b>Additional Cost</b>
<b>R</b>	Provided with <b>Reporting Tool</b>
<b>NA</b>	<b>Not Available</b>

**A.1 FUNCTIONAL REQUIREMENTS**

<b>Req. No.</b>	<b>Requirement</b>	<b>Key*</b>	<b>Comments</b>
NOTE: The Offeror must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate key code next to each requirement. Offerors should use the comments section to further explain how their software meets the requirement.			
<b>A.1.1</b>	<b>User Interface</b>		
<b>A.1.1.1</b>	Capability to display graphs, infographics, charts, hyperlinked Table of Contents, include GFOA best Practices/Guidelines, provide a PDF for print out and display.		
<b>A.1.1.2</b>	A clear and user-friendly homepage that introduces the budget software's purpose and features.		
<b>A.1.1.3</b>	Intuitive navigation to easily access different sections of the budget.		
<b>A.1.1.4</b>	Users should be able to search for specific budget items and filter data based on departments, categories, and years.		
<b>A.1.1.5</b>	Ability to display the overall budget breakdown, detailing revenues, expenses, and allocations for various departments and programs.		
<b>A.1.1.6</b>	Ability to display Historical Data: Provide access to previous budget years for comparison and trend analysis.		
<b>A.1.1.7</b>	Ability to provide Narrative Descriptions: Allow departments to provide narratives explaining budget items to enhance transparency and understanding.		
<b>A.1.1.8</b>	Drill-Down: Users should be able to click on charts or categories to drill down into more detailed information.		
<b>A.1.1.9</b>	Scenario Planning: Enable users to adjust values and see how changes impact the budget. This could involve changing funding amounts for different programs or departments.		
<b>A.1.1.10</b>	Ability to display department page with information specific to that department		
<b>A.1.1.11</b>	Data Updates: a mechanism for departments to update their budget data regularly.		
<b>A.1.1.12</b>	Capability to have access to previous Budgets during current view		
<b>A.1.2</b>	<b>System Capabilities</b>		
<b>A.1.2.1</b>	Capability to spell check		
<b>A.1.2.2</b>	Capability to have language scan (legal check)		

<b>A.1.2.3</b>	Capability for comment assistant		
<b>A.1.2.4</b>	Optimized Performance: Ensure the software can handle a large number of concurrent users and still provide a smooth experience		
<b>A.1.2.5</b>	Capability to customize e-mail content		
<b>A.1.2.6</b>	Capability to support mobile use.		
<b>A.1.2.7</b>	Does the system support E-Signature?		
<b>A.1.2.8</b>	Is access to the system managed by user ID and password authentication?		
<b>A.1.2.9</b>	Does the system provide a session timeout warning message?		
<b>A.1.2.10</b>	Does the system provide specific UI for employees, managers and HR/admin?		
<b>A.1.2.11</b>	Does the system differentiate between Active and Disabled users? Please explain.		
<b>A.1.2.12</b>	Is the system 100% web based for all users?		
<b>A.1.2.13</b>	What are the supported web browsers and operating systems?		
<b>A.1.2.14</b>	Capability of batch printing of reports		
<b>A.1.2.15</b>	Capability to have date-driven phases in the reports with automated launch feature.		
<b>A.1.2.16</b>	Capability to have event-driven phases in the reports with automated launch feature.		
<b>A.1.2.17</b>	Capability to support graphical reports (bar charts, pie charts) out of the box.		
<b>A.1.2.18</b>	Capability of creating subscription reports that distribute to selected individuals at a select timeframe by email.		
<b>A.1.2.19</b>	Capability to export data to various formats including Excel.		
<b>A.1.3.3</b>	Capability to include county logo, color scheme, font choices on printed forms.		
<b>A.1.3.4</b>	Capability to have multiple review cycles per year		
<b>A.1.3.5</b>	Capability to incorporate multiple workflows		
<b>A.1.3.6</b>	Capability to have multiple templates		
<b>A.1.3.7</b>	Help Section: Include a comprehensive help section or tutorial videos to guide users through the software's features.		
<b>A.1.3.8</b>	Does the system provide reminder notices		
<b>A.1.3.9</b>	Does the system provide a mechanism for management to track the status of the approval process?		
<b>A.1.3.10</b>	Does the system support various types of forms?		
<b>A.1.4</b>	<b>Administrative Functions</b>		
<b>A.1.4.1</b>	Capability for system to edit user permissions		
<b>A.1.4.2</b>	Capability for system to edit templates		
<b>A.1.4.3</b>	Capability for system to edit workflows		
<b>A.1.4.4</b>	Capability for system to add/change/remove employees		
<b>A.1.4.5</b>	Capability for system to edit employee/manager relationships		
<b>A.1.4.6</b>	Capability for system to customize e-mail content/schedule/distribution		

**EXHIBIT B  
TECHNICAL REQUIREMENTS & CHECK LIST**

Key*	Description
<b>F</b>	<b>Fully functional</b> , provided "Commercial Off-The-Shelf (COTS)"
<b>CU</b>	<b>Customization</b> (Change to source code required)
<b>CO</b>	<b>Configuration</b> (Setup required with built-in tools and procedures but no change to source code is required.)
<b>TP</b>	<b>Third-Party</b> (Additional software required to provide Requirement.)
<b>R</b>	Provided with <b>Reporting Tool</b>
<b>NA</b>	<b>Not Available</b>

**B.1 TECHNICAL REQUIREMENTS**

NOTE: The Offeror must complete this checklist by indicating at what level each requirement can be met. Please respond by entering the appropriate key code next to each requirement. Offerors should use the comments section to further explain how their software meets the requirement.

Req. No.	Requirement	Key*	Comments
<b>B.1.1 General Application Requirements</b>			
<b>B.1.1.1</b>	All data for the proposed system must have the ability to export all data in a .CSV format.		
<b>B.1.1.2</b>	Application must maintain the integrity of user data and prevents data loss or corruption.		
<b>B.1.1.3</b>	Application must utilize graphical user interface that is intuitive to operate for both casual and experienced users.		
<b>B.1.1.4</b>	Application must provide predictable output from documents. For example, in applications in which users can format data for printing, publish to the Web, or write to film, DVD, or other formats, there must be no significant differences between what users see onscreen and what they receive in the final output. When the user makes changes to a document, the results must be displayed immediately.		
<b>B.1.1.5</b>	The County shall be entitled to any and all upgraded versions of the product covered in the contract that becomes available from the Offeror. The Offeror must provide free and timely upgrades when published.		
<b>B.1.1.6</b>	Any product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.		
<b>B.1.1.7</b>	Product furnished under the contract shall be capable of continuous operation.		
<b>B.1.1.8</b>	Any product(s) provided under the contract shall perform unattended system and data backup operations.		

<b>B.1.1.9</b>	Application should provide a browser interface for regular employee use.		
<b>B.1.1.10</b>	Controls should be consistent across all pages to promote the same look and feel for any function.		
<b>B.1.1.11</b>	Application should provide ability to assign default values for enterable fields, whenever possible. This includes defaulting user ID fields to the currently signed-on user, department fields to the current user's department, and date fields to the current date, when appropriate.		
<b>B.1.1.12</b>	Capability to identify individual table entries as expired and no longer usable in the entry of new records, but still valid for display of existing records.		
<b>B.1.1.13</b>	Application functionality should provide intelligent support related to drop-down table entries. For example, it should be possible to select items in a list by clicking on the desired choice or typing as much of the item description as is needed to uniquely identify it (similar to the Microsoft Outlook address book). It should be possible to type an exact value into a table-validated field.		
<b>B.1.1.14</b>	Application should utilize meaningful abbreviations in Table structures, e.g. use of abbreviations that also displays clear descriptions of the information they represent that are intelligible to a casual user of the proposed system. The proposed system should not display codes that are meaningless or abbreviations so short as to be meaningless.		
<b>B.1.1.15</b>	Application should provide the capability for defined County user groups to configure custom data validation rules to meet specific needs.		
<b>B.1.1.16</b>	Application should be capable of using Secure File Transfer Protocol (SFTP).		
<b>B.1.1.17</b>	Application should be capable of importing files for mass-loading of data. Data formats should include standard delimited types that can be generated by Excel or other data tools (ex. CSV files).		
<b>B.1.1.18</b>	Because users' abilities and preferences vary, application should be able to configure aspects of the interface. However, the application should provide good defaults and should minimize the need for configuration. A user's configuration should be in effect no matter what workstation they use to access the proposed system.		
<b>B.1.1.19</b>	Capability of accessing the application from outside of the York County network.		



<b>B.1.2</b>	<b>Security / Administration</b>		
<b>B.1.2.1</b>	Security capability must exist such that access to all components of the proposed system shall be granted only to authorized users.		
<b>B.1.2.2</b>	Authorized users of the proposed system must be identified by a user ID and password or another means that provides equivalent or better security.		
<b>B.1.2.3</b>	The system admin must be able to establish new users on the system, to remove users from the system, and to set security access rights for users that both restrict and allow access to system capabilities.		
<b>B.1.2.4</b>	The system manager must be able to lock user accounts based on inactivity.		
<b>B.1.2.5</b>	The system manager must be able to restrict access to selected system functions based on user identification.		
<b>B.1.2.6</b>	The security system must maintain an audit trail of staff access to records.		
<b>B.1.2.7</b>	An industry accepted level of encryption must be used for data transmissions.		
<b>B.1.2.8</b>	The proposed system must not transmit user ID's or passwords in clear text.		
<b>B.1.2.9</b>	Ability to receive the County's data from an FTP site. Thus, no connection to York County's server from the outside world.		
<b>B.1.2.11</b>	Application should allow user to logon to the proposed system simultaneously at more than one workstation. Offeror should describe their proposed system's functionality in this arena.		
<b>B.1.2.11</b>	The proposed system should disable a user account if a defined number of unsuccessful logon attempts are made within a defined time period.		
<b>B.1.2.12</b>	Ability to allow users to change their passwords.		
<b>B.1.2.13</b>	Capability of establishing a user account that requires the password be changed the next time the user logs on.		
<b>B.1.2.14</b>	Ability to set rules for password strength. It should restrict users from reusing recent passwords.		
<b>B.1.2.15</b>	Ability to expire user passwords after a set time period.		
<b>B.1.2.16</b>	The password field should require alphanumeric values at a minimum of eight (8) characters long with at least one (1) uppercase letter, one (1) lower case letter, one (1) number and at least one (1) special character.		
<b>B.1.2.17</b>	Ability to limit access to individual system functions and reports to authorized users.		
<b>B.1.2.18</b>	Ability to track (audit) user activity.		
<b>B.1.2.19</b>	Privacy Policy: Include a privacy policy that explains how user data is collected, stored, and used.		

<b>B.1.2.20</b>	Terms of Use: clearly outline the terms of use for the software		
<b>B.1.3</b>	<b>Implementation Requirements</b>		
<b>B.1.3.1</b>	The product specified in the contract shall be considered ready for testing upon receipt of documentation from the consultant that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement.		
<b>B.1.3.2</b>	Offeror shall include in the implementation plan the process for loading data into reference tables, such as users, roles, etc.		
<b>B.1.4</b>	<b>Support</b>		
<b>B.1.4.1</b>	Offeror shall provide application availability and technical support on a 24/7 basis.		
<b>B.1.4.2</b>	Offeror must provide application support by phone (toll-free), fax, and e-mail during normal business hours (8:00 A.M. - 5:00 P.M.CST, M-F).		
<b>B.1.4.3</b>	For billable activities, upon completion of any maintenance or support call, the Offeror shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, and the number of hours required to complete the task.		
<b>B.1.4.4</b>	Capability to provide a test environment so County users can test new versions of the proposed system without affecting the active environment.		
<b>B.1.5</b>	<b>Mobile</b>		
<b>B.1.5.1</b>	Must be available on Android and Apple OS		
<b>B.1.5.2</b>	Must be downloadable native mobile application available to users free of charge		
<b>B.1.6</b>	<b>SaaS Environment</b>		
<b>B.1.6.1</b>	Data centers must be audited by a third party		
<b>B.1.6.2</b>	Documented Business Continuity and Disaster Recovery plans available		
<b>B.1.6.3</b>	A backup strategy must be in place		
<b>B.1.6.4</b>	Must have a standard maintenance schedule		
<b>B.1.6.5</b>	Capability to monitor system for usage and performance		
<b>B.1.7</b>	<b>Application</b>		
<b>B.1.7.1</b>	Describe any known dependencies on specific versions of any workstation operating system objects and any known incompatibilities between the proposed product and other commonly used workstation software.		
<b>B.1.7.2</b>	Describe the ways in which the proposed product can be configured by individual local users or County IT staff.		
<b>B.1.7.3</b>	Describe how workflow can be configured by authorized users. Workflow elements may include, but are not limited to, report initiation, report validation, report approval and report distribution.		
<b>B.1.7.4</b>	Describe company's policy in regards to the selling of or use of Client's data.		

## **SECTION 2 OTHER REQUIRMENTS**

### **2.1 License**

Offeror must be licensed to do business in the State of South Carolina. The Offeror must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

### **2.2 Insurance**

General Liability: Offeror must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better. No deductible shall be higher than \$5,000. The County shall be named as an additional insured. All per occurrence and annual aggregate amounts listed above must be site-specific for York County covering claims arising from the services rendered to York County under any agreement between the York County and the proposer.

Professional Liability (Errors and Omissions) Insurance:

Offeror must also provide Professional Liability Insurance that covers claims related to professional negligence, errors, or omissions in the offeror's services. It's particularly important for SaaS providers as it helps protect against claims of software failures, data breaches, or other professional mistakes.

All insurance must cover the proposer and all of its employees; any sub-contracted firms must have this same coverage.

## **SECTION 3 INSTRUCTIONS TO OFFERORS**

### **3.1 Submission Format**

The Proposal should include the following information with tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive.

SIGNATORY PAGE: Included in the front of the proposal should be a copy of the RFP's signature sheet (*page 2 of this document*) properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

SECTION 1: SOFTWARE FUNCTIONALITY: Describe proposed software product, and provide completed information as referenced in Exhibit A.

SECTION 2. TECHNICAL APPLICATIONS: Provide completed information as referenced in Exhibit B.

SECTION 3. PROGRAM IMPLEMENTATION & TRAINING: Provide a description of the Offeror's approach to providing the services requested in the Scope of Work outlined in section 1, to include deliverables, milestones, and a project schedule.

SECTION 4: SOFTWARE MAINTENANCE & SUPPORT: Provide a description of the Offeror's approach to providing the services outlined in section 1.

SECTION 5. QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to this Request including the number of government installed Performance Management accounts.

Provide at least three (3) references including the name of company and contact information, which the firm has performed services within the past five years that are similar to the requirements of this Request.

SECTION 6: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise relating to this Request. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

COST PROPOSAL (one copy submitted as a separate PDF): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein below. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied.

### **3.2 Preparation of Proposal**

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal as to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be uploaded under other files in the GetAll portal.

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

### **3.3 Submitting Redacted Copy**

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

### **3.4 Submittal**

**Online submittal:** Electronic submittals shall be uploaded in PDF format via the Getall portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at [support@getall.com](mailto:support@getall.com) to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the Getall portal:

### **3.5 Intent**

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

### **3.6 Additional Information**

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website [www.yorkcountygov.com](http://www.yorkcountygov.com). Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **3.7 Inquiries**

**General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.**

## **SECTION 4 EVALUATION, AWARD, AND CONTRACT**

### **4.1 Evaluation of Proposals**

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

### **4.2 Presentations**

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

### **4.3 Award**

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the Offeror is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

### **4.4 Terms of Contract**

The contract term shall be for three (3) years, with two optional annual renewals of one (1) year each.

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of term mentioned above.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

### **4.5 Termination of Contract**

a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

### **4.6 Non-Appropriation Clause**

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

## **4.7 Protest**

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

## **SECTION 5 TERMS AND CONDITIONS**

### **5.1 Acceptance and Deviations**

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

### **5.2 General Requirements**

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

### **5.3 Title VI of the Civil Rights Act of 1964**

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

### **5.4 Conflict of Interest**

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.



## **5.5 Indemnification and Hold Harmless**

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

## **5.6 Drug-Free Workplace**

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

## **5.7 Applicability/Jurisdiction of South Carolina Law and Courts**

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

## **5.8 Certificate of Insurance**

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

## **5.9 Assignment**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

## **5.10 Ownership of Material**

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

## **5.11 Prime Responsibilities**

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

## **5.12 Subcontracting**

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made there with. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

## **5.13 Records Retention and Right to Audit**

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

## **5.14 Public Access to Procurement Information**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and

shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

NOTE: A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

### **5.15 Non-Collusion Proposal Certification and Disqualification**

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

### **5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

### **5.17 Certification Regarding Immigration Reform and Control**

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the

employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

### **5.18 Chain of Communication**

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

### **5.19 Prohibition of Donations and Gratuities**

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

# COST PROPOSAL FORM

(One copy to be submitted as a separate document from the proposal)

## A. Price

Cost Categories	Proposed Cost in RFP	Explanation/Notes Attach additional sheets, if necessary
<b>PMSaaS Product Fees</b>	\$	
<b>Additional Professional Services</b>		
Implementation Services	\$	
Data Conversion and Interfaces Estimate	\$	
Training	\$	
Travel and Other Costs	\$	
<b>Total Cost During Project Period</b>	<b>\$</b>	

### *Ongoing Fees*

Period	Proposed Cost in RFP	Explanation/Notes Attach additional sheets, if necessary
Year One Annual Subscription Fees	\$	
Year Two	\$	
Year Three	\$	
Year Four	\$	
Year Five	\$	
Year Six	\$	
Year Seven	\$	
Year Eight	\$	

## B. Acknowledgement of Addenda

Offeror hereby acknowledges receipt of all Addenda through and including:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.  
 Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.  
 Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

**C. Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW**

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY TELEPHONE NUMBER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
COMPANY FAX# (IF APPLICABLE)

\_\_\_\_\_  
CITY, STATE, ZIP+4

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FEDERAL ID#

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

Minority Status

- \_\_\_\_\_ Not Minority Owned
- \_\_\_\_\_ African American Male
- \_\_\_\_\_ Caucasian Female
- \_\_\_\_\_ African American Female
- \_\_\_\_\_ Aleut
- \_\_\_\_\_ Eskimo
- \_\_\_\_\_ East Indian
- \_\_\_\_\_ Native American
- \_\_\_\_\_ Asian
- \_\_\_\_\_ Other (Please Explain)