

Office of Purchasing/Contracting*324 W. Evans Street*Florence, South Carolina 29501

REQUEST FOR PROPOSALS (RFP) NO. 2024-07 THIRD PARTY ADMINISTRATOR FOR THE CITY'S ROUNDUP PROGRAM SUBMISSION DEADLINE: January 30, 2024 2:00 pm

I. General Information

The City of Florence, South Carolina ("**the City**") invites interested Not-For-Profits to furnish written proposals for providing for the administration of the City's roundup program Coins that Add Relieve and Empower (**CARE**).

This RFP is being publicly advertised. The City will make the selection based on the responses submitted, interviews, and then negotiate a final agreement with the selected firm. Responders are welcome to establish consortiums or teams of firms in connection with this RFP. The final selection of the firm will be based on the criteria set forth in this RFP.

All responses must be sealed and have "**RFP 2024-07 Roundup Program**" clearly marked on the outside for ease of identification by the City. Responses may be hand-delivered prior to the submission deadline at the address listed above. The City does not accept electronic/emailed responses. Directions may be obtained by calling (843) 665-3165. Any response received later than the submission deadline <u>will not be accepted or considered</u>.

Responses submitted by mail should be addressed to: **City of Florence, Attn: Lynwood F. Givens, Purchasing Agent, 324 W. Evans Street, Florence, SC 29501.** The City will not be responsible for late submission caused by the postal service, other carriers, or any other delivery problems regardless of the reason.

This solicitation does not commit the City of Florence to award a contract, to pay any costs incurred in the preparation of a response, or to procure or contract for services. The City of Florence reserves the right to accept or reject any or all submissions received as a result of this Request for Proposals, or to cancel it in part or in its entirety if it is in the best interest of the City of Florence.

Lynwood F. Givens Purchasing Agent

II. MINORITY AND WOMAN OWNED BUSINESS

Minority Business Owners (minority or woman owned businesses) will be afforded full opportunity to submit a response to the Request for Proposals and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that minority business and women owned business enterprises (MBE/WBE) have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract. Please indicate that you are a minority or woman owned business with your proposal submission.

The successful contractor(s) must ensure that all subcontractors, agents, personnel assigned by or employees of prime company and subcontractors are not discriminated against because of their race, color, religion, sex or national origin. The successful contractor(s) must make positive efforts to provide equal employment opportunity for minority and women owned businesses.

All submitted materials shall become the sole property of the City of Florence. Contractors will relinquish claim for return of submitted material. The City shall have sole discretion in evaluating the responses. The City reserves the right to reject any and all responses and is not bound to accept any response if it is contrary to the best interest of the City.

III. INSTRUCTIONS

Responses to the Request for Proposals will only be accepted from responsible and responsive Not-For-Profits that have an established reputation in serving the Florence, SC area community by providing financial assistance to those in need.

No response may be withdrawn for a period of ninety (90) days after the submission date.

A responsible company is defined as one that has the capability in all respects to perform fully the requirements mentioned in the RFP document and the integrity and reliability which will assure good faith performance.

A responsive company is defined as one that has submitted a response which conforms in all respects to the RFP requirements.

PROTEST PERIOD: Any actual or prospective company that is aggrieved in connection with the solicitation or award of a contract/purchase order may formally protest in writing to the Chief Financial Officer. The protest may be submitted at any time during the procurement process. However, if a prospective company wishes to protest, the formal protest must be submitted in writing and must be received by the City no later than seven (7) days from the date that the aggrieved actual or prospective company has been informed of the proposal results by the Purchasing Agent. Protests received by the City after the expiration of the seven (7) day protest period will not be considered by the City.

DISPUTES: In cases of disputes as to whether or not an item or service quoted or delivered meets scope of work, the decision of the City of Florence shall be final and binding on all parties. The Purchasing Agent may request in writing, the recommendation of the head of the department of the end user or other objective sources.

DEVIATIONS: Any deviations from the scope of services contained herein <u>must</u> be stated in the response for the City of Florence's consideration.

CHANGES: Any changes in this Request for Proposal after a contract agreement has been awarded must be with the written consent of the Purchasing Agent or the City Manager; otherwise, the responsibility for such changes lies with the company. Any changes to the scope of services in this Request for Proposals package shall be in writing and an addendum will go out to all prospective respondents so each respondent can compete equitably.

OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for the City of Florence pursuant to this contract shall belong exclusively to the City of Florence.

QUESTIONS AND INQUIRIES: The deadline for the submission of any and all questions and inquiries concerning this RFP is <u>January 23, 2024</u> at 5:00 pm. All questions must be directed to Lynwood F. Givens, Purchasing Agent in written format and e-mailed to <u>Igivens@cityofflorence.com</u>.

A complete copy of the City of Florence Purchasing Policies and Procedures Manual can be downloaded from the City of Florence website at <u>www.cityofflorence.com</u>.

IV. Scope of Work

The awarded agency will provide an application to any of the City's utility customers that request assistance under the CARE Program. The agency will use the information provided and any necessary interviews with the applicant to verify that they meet the criteria provided by the City. If it is determined that the applicant meets the criteria, the agency will notify the applicant of the amount to be paid to the City for the customer's utility bill. The agency will send a check to the Utility Finance division, with the customer's name, service address, account number, and the remittance stub (if the remittance stub normally submitted with the utility bill payment is available). Payments will be allowed to each household once every six months and not to exceed \$150.00 in any six-month period.

The City will submit monthly the total amount collected from the CARE Program to the agency. This money must be kept in a separate fund from all other funds of the agency. Each month the agency will report in writing to the City's Chief Financial Officer the amount received from the City, the amount deducted from the funds as a fee for administering the program, and a list of all applicants that were awarded funds under the program. The balance left should be equal to the account balance at the end of the month. The agency may only provide assistance to applicants up to the available balance of the CARE Funds. The agency must annually report in person and answer questions of the City Council of the City of Florence. This report will be conducted at a regular meeting of City Council beginning in July 2025 and each July thereafter.

V. Agency Qualifications

The awarded agency:

- Must be registered with the IRS as a 501(c)3 organization,
- Must be registered with the South Carolina Secretary of State as a charity,
- Should have experience providing financial support and relief to those individuals and families in need,
- Should have the experience or be able to demonstrate to determine whether an applicant meets the qualifications as defined by the City.

VI. Selection Process

Responders are requested to submit five (5) copies of the proposal. Proposals must be submitted in sealed envelopes and identified with the proposal number clearly marked on the outside. Proposals submitted by mail must meet these same requirements and should be mailed to:

Discussions may be conducted with responsible proposers who submit proposals which appear to be eligible for contract award, for the purpose of clarification to assure full understanding of and responsiveness to the RFP requirements herein. In the event the City of Florence receives numerous proposals for consideration, the City will evaluate and analyze all proposals received as of the date shown above. The City of Florence may, as needed, call in for interviews and discussions representatives of any or all Not-For-Profits submitting proposals.

All proposals must be submitted on the "Proposal for CARE Program Administration" form attached with this proposal request. Each proposal shall be signed by the authorized representative of the agency, and proposals may be rejected if there are deviations or alterations of form or conditions. Attachments may be made to the proposal form; however, supplemental information should be kept to a minimum, and the City reserves the right to evaluate the proposal based solely on the information submitted on the proposal form.

No contract may be assigned, sublet, or transferred without the written consent of the City of Florence.

VII. Term of Contract

The initial term of the contract will be 10 years, with the option by the City to extend the contract for 2 additional 5-year terms under the same terms or other terms that have been mutually agreed upon.

VIII. Professional Insurance Requirements and Indemnifications

The selected company shall during the term of any contract resulting from this shall purchase and maintain Employer's Liability Insurance - \$1,000,000 each occurrence.

Professional Services: The selected company shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by any negligent act, error, or omission in the performance and furnishing of the selected company's professional services under any contract resulting from this RFP, including any negligent act, error or omission of any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose acts, errors, or omissions the selected company may be liable, regardless of whether or not caused in part by a party indemnified hereunder.

Other Than Professional Services: With respect to all acts or omissions of the selected company, or any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose acts, errors, or omissions the selected company may be liable, which do not arise out of or result from the performance of professional services, and which may be covered by employer's liability insurance, commercial general liability insurance, automobile liability insurance, or other general liability insurance, the selected company shall indemnify and hold the City of Florence, South Carolina, its elected and appointed officials, officers, and employees, harmless from and against judgments, liabilities, damages, losses, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs but only to the extent otherwise authorized by law) to the extent caused by or arising out of the selected company's negligent acts of commission or omission (or those of or any individual or entity directly or indirectly employed by the selected company to perform any of the work or anyone for whose actions or failure to act the selected company may be liable) during the performance of this Agreement.

PROPOSAL FOR CARE PROGRAM ADMINISTRATION

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Administration/Management Fee

List Other Fees

Authorized Agent's Signature



The following form should be completed and submitted with your proposal.

Company Name:

Address:

City, State, Zip:

Phone Number:

Fax Number:

E-mail Address:

Printed Name of Authorized Agent:

Title:

Date: