



Town of Bluffton Request for Proposals RFP # 2021-09 Pedicab Transit Services

1. PURPOSE

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms who can provide **pedicab transit services for members of the public** under an hourly rate contract with the Town. The target start date for performing these services is August of 2020.

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

2. SOLICITATION TERMS and CONDITIONS

Proposers' Responsibility

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

Addenda

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. The Town will not be responsible for any oral representation given by any employee, representative or others. It is the Proposers responsibility to check the Town of Bluffton Purchasing web site for any addenda issued. Proposers must acknowledge their bid is subject to all addenda issued by entering the total number of addenda in the place so indicated on the Signatory Sheet, attached.

Questions and Inquiries

Questions and inquiries regarding this solicitation shall be submitted to the Procurement & Grants Administrator no later than:

2:00 pm on Thursday, August 20, 2020

froth@townofbluffton.com or submitted online via Vendor Registry

Answers to questions and any other changes or clarifications will be communicated via an addendum and posted on the Town's Purchasing Center webpage. It is the Proposer's responsibility to check the website for updates.

Proposers are expected to ask for clarifications in a timely manner. No assumptions, exceptions, or modifications to any required forms or bid sheet permitted.

Submittal of Proposals

Sealed proposals shall be received by or prior to:

2:00 pm on Thursday, August 27, 2020

The closing date and time shall be scrupulously observed. Due to the current state of pandemic emergency, packages shall be **PDF submitted electronically through the Vendor Registry portal**. Click the large red SUBMIT BID tab to upload the RFP response. The Vendor Registry system will not accept submissions after the appointed time.

Public Opening of Proposals

A public opening will be held 5 minutes following the submittal deadline via online bid opening. An addendum will be published with separate instructions for all parties who wish to witness the bid opening online.

The names of the firms submitting proposals will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

Restricted Discussions

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the Town Manager, nor Town of Bluffton staff members other than the named point of contact contained herein or the Town Purchasing & Grants Administrator regarding this opportunity during the solicitation process. Any such contact may be cause for rejection of your submittal.

Acceptance / Rejection

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

Proprietary and/or Confidential Information

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA) except as to information that may be treated as commercial, financial, or privileged and confidential as defined by S.C. Code Section 11-35-410. Proposers should mark the pages containing any commercial, financial, or privileged and confidential information as "PROPRIETARY".

Award

It is the Town's intent to make an award to the Proposer who submits the overall proposal that is judged to provide the most advantageous and best value to the Town. In determining the most advantageous proposal, the Town reserves the right to consider criteria, such as, but not limited to, cost, quality, workmanship, past experience, ability, capability, reputation, and past performance. The Town may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Local Preference

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement and is on file.

B. Evaluation Processes:

- Selection criteria shall include (if applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent.

3. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must comply with the Town of Bluffton Code of Ordinances, Chapter 7, Article V, Pedicabs, including but not limited to:

- A. Currently possess or be willing to obtain a Town of Bluffton Business License and Pedicab permit if contract is awarded;
- B. Currently possess or be willing to sign a contract including a hold harmless provision;
- C. Currently possess or be willing to provide a certificate of insurance with the Town as a named additional insured at the minimum coverage limits prescribed by the ordinance and reproduced herein;
- D. Demonstrate the ability to provide the requested services with licensed operators and vehicles in satisfactory condition as described in the ordinance;

4. SCOPE OF SERVICES

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. Proposers are encouraged to propose alternate approaches and/or enhancements to the process as part of the methodology and approach of the submittal package. The target date for performing these services is August of 2020.

Term of Contract

This contract shall be effective for **one (1) year** following the date of execution.

Scope of Work

All pedicab operation area/routes must be within the Old Town and its immediate vicinity and approved by the Town Manager, or his/her designee, and be adhered to by such operators at all times. Any route or event not part of the regular course of business must be submitted using the Town of Bluffton Special Events permitting process. Any law enforcement officer of the Town of Bluffton may suspend temporarily the use of pedicabs in certain locations when those locations are being used for or affected by special events or when public safety requires.

Contractor shall invoice the Town at the agreed-upon hourly rate in exact time rounded to the nearest minute. Invoices shall reference the contract number and be emailed to invoice@townofbluffton.com on the second and fourth Monday of each month. Invoices shall be paid within 10 business days. Invoices shall have passenger logs attached as back up documentation. Passenger logs will contain, at a minimum, information concerning whether the passenger(s) is a resident of Bluffton or a visitor. If a visitor, log must also indicate where the visitor is from, e.g., city and state, or country of origin if the visitor is not from the United States.

Insurance

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

Workers Compensation – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 combined single limit liability. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina.

Additional Insured Requirements – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that coverage required by the contract has been endorsed to include the Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its’ Commercial General Liability. The name for the Additional Insured endorsement issued by the insured shall read:

Town of Bluffton, a municipality of the State of South Carolina, its officers, employees and agents

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

The insurance must provide that all claims will be paid on a first dollar basis by the insurance provider, and not contain any policy exclusions that would change or limit coverage for passengers entering or existing the vehicle. Further, it must provide that all vehicles permitted to operate under the operating authority are listed as scheduled vehicles covered under the policy.

Prohibition on Subcontractors

Due to the nature of the licensing and insurance requirements, there shall be a prohibition on subcontracting services.

5. SUBMITTALS and FORMAT

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

The contents of the proposal shall include the following:

A. Signatory Sheet

Attached.

B. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.
- If the Contractor has not provided the Town with a hold harmless letter, include a statement affirming the understanding that the contract which results from this solicitation will contain such a provision.

C. Copy of Town of Bluffton Business License

This section shall include a copy of the firm's Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

D. Pedicab Permit

This section shall include a copy of the firm’s Town of Bluffton pedicab permit. If the firm does not currently have a pedicab permit, then a letter of commitment to obtain one if contract is awarded shall be inserted.

E. Equipment Inventory

Provide an inventory of equipment include description, age, and mechanical condition. Include representative photos showing adequate company identification as required by ordinance and overall vehicle aesthetics.

F. Operator Qualifications

Provide a list of all driver operators and their valid South Carolina driver’s licenses with proper classification. Provide evidence that all operators have completed a course on Bluffton history and culture through the Heyward House or other approved organization.

G. Firm’s approach and methodology

Provide a concise description of the approach and process the firm will employ to successfully complete the work to be performed. Describe locations that pedicabs would use as cabstands, days and times to be included in the initial contract, and any other pertinent methodology information. Describe how passenger logs will be maintained and how they will be transmitted to the Town.

H. Pricing Schedule

Provide the hourly rate. Please note the Town will pay for actual time rounded up to the next whole minute.

6. EVALUATION, SELECTION, NEGOTIATION and AWARD

The Town of Bluffton procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

A. Evaluation Criteria

A points system will be given to each criteria listed through the identified weighting system:

EVALUATION CRITERIA	MAX POINTS
Completed signatory sheet and letter of transmittal with statement of acknowledgement of hold harmless provision	5
Town of Bluffton business license or acknowledgement	5
Pedicab permit or acknowledgement	5

Equipment inventory	20
Operator qualifications	20
Firm's approach and methodology	30
Pricing	10
Local vendor preference	5
TOTAL POSSIBLE POINTS	100

B. Evaluation Method

All responsive submittals will be reviewed and evaluated by a Review and Selection Team who will

- Individually review each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combine the scores of each individual team member to form an overall team score;
- As required, participate in a team discussion to come to consensus.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

C. Selection Method

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

D. Negotiations

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.

E. Award and Contract

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

Attachments

1. Signatory Sheet
2. Sample Town of Bluffton Agreement



TOWN OF BLUFFTON

SOLICITATION NO: 2021-09
ISSUED BY: Felicia Roth
EMAIL: froth@townofbluffton.com

SUBMITTAL PACKAGES DUE:
CLOSING DATE: Thursday, August 27, 2020
CLOSING TIME: 2:00 p.m.

FAX / E-Mail not accepted

PROJECT TITLE & DESCRIPTION: Pedicab Transit Services

ACKNOWLEDGEMENT OF ADDENDA: This bid is submitted subject to Addenda numbers ____ through ____.

THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response to this solicitation for the services to be provided, and is in all respects true, accurate and without collusion or fraud. I certify that pricing submitted is valid for 90 days from the date of submittal.