

CITY OF BEAUFORT, SC

REQUEST FOR PROPOSAL

RFP NO. 2020-107



CITY OF BEAUFORT

PARKING MANAGEMENT AND ENFORCEMENT  
SERVICES

DUE: 12/30/2019

**CITY OF BEAUFORT, SC  
REQUEST FOR PROPOSAL  
RFP NO. 2020-107**

**PARKING MANAGEMENT AND ENFORCEMENT SERVICES**

**SEALED PROPOSALS** will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET, Monday, December 30, 2019**. All qualified companies are invited to submit proposals to the City of Beaufort for the following:

**City of Beaufort  
Parking Management and Enforcement Services**

**SUBMIT:** One (1) unbound original, four (4) bound copies and (1) digital copy (on a cd or jump drive) of all requested documentation must be received on or before **2:00 P.M. ET, Monday, December 30, 2019**.

**ADDRESS TO:** City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Jay Phillips

**MAILING ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**OFFICE ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**EMAIL ADDRESS:** [jphillips@cityofbeaufort.org](mailto:jphillips@cityofbeaufort.org)

**PHONE NUMBER:** 843-525-7071

**FAX NUMBER:** 843-986-5606

**MARK OUTSIDE ENVELOPE:** "RFP NO. 2020-107 Parking Management and Enforcement Services"

**DEADLINE ENFORCED**

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

### **Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

This Request for Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email, mail, or fax contact information listed above.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal may be accessed on the City of Beaufort website under Quick Links – “Bid Opportunities” at [www.cityofbeaufort.org](http://www.cityofbeaufort.org).

All Offerors should consult this website for updates before submitting bids.

**THE DEADLINE FOR QUESTIONS IS: 4:00 P.M., DECEMBER 19, 2019. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON DECEMBER 20, 2019.**

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

The City of Beaufort reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meets the needs of the City of Beaufort and its employees.

### **Current E-Mail Address Required**

All proposals submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the City’s website. Notice of Award and notices of non-award, shall be sent to all Offerors via e-mail. No hard copies will be sent regular mail unless specifically requested.

### **Compliance with the South Carolina Illegal Immigration Reform Act**

Any Company entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Company intends to verify any new employees' status, and require any sub-consultants performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

### **POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES**

#### **Intent**

Business vendors owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist minority and woman owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

#### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Company to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

#### **Required Forms**

Vendors submitting proposals are required to include completed forms that are found at the end of the General Conditions Section of this document.

Vendors should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

The City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

**Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.**

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

REQUEST FOR PROPOSAL  
CITY OF BEAUFORT  
PARKING MANAGEMENT AND ENFORCEMENT SERVICES

**I. INTRODUCTION**

The City of Beaufort (hereinafter “City”), Beaufort County, South Carolina, recognizes the importance of the provision of quality parking services to its businesses and residents and for the on-going and future economic development of the City. Through this Request for Proposal (RFP), the City is soliciting proposals from qualified parking management companies to provide Parking Management and Enforcement Services as detailed herein to augment and enhance the City’s parking system.

The City of Beaufort is a South Carolina coastal town located on the Intracoastal Waterway near Hilton Head Island, midway between Charleston, South Carolina and Savannah, Georgia. Beaufort is located on Port Royal Island, part of South Carolina’s Lowcountry Sea Islands, along the Beaufort River. It also serves as a county seat of Beaufort County, one of the fastest growing areas in the state. The population of the City is approximately 12,788 people and the overall county population is about 168,049 (Source: 2010 Census). Chartered in 1711, Beaufort is the second-oldest city in South Carolina, and is renowned for its easy lifestyle, historic antebellum architecture, moss-draped live oaks, and scenic marshlands and waterways. The Beaufort area is home to The University of South Carolina Beaufort, the Technical College of the Lowcountry, Beaufort Memorial Hospital, and significant military installations - the Marine Corps Air Station Beaufort, the Naval Hospital and the Marine Corps Recruiting Depot/Parris Island. The City has a core downtown shopping and entertainment district which requires the enforcement of the on-street parking program by a qualified parking management company.

The City is seeking proposals from qualified parking management companies to manage, operate, administer and enforce the City’s parking system as outlined herein in a superior manner and with a high level of financial control to improve the delivery of parking services to City residents and businesses. The successful Company shall provide “best practice” management and enforcement services for the City’s parking system, including but not limited to the following:

1. Management and maintenance of the City’s municipally owned surface parking spaces and their associated meters and pay stations
2. On-street single space parking meter maintenance
3. Issuing parking citations and revenue collection including past due citations
4. Parking permit administration
5. Customer service, including response to stakeholder and constituent complaints or issues
6. Coordination of parking matters with local businesses
7. Event parking planning and coordination
8. Parking advisory services, including recommendations on rates, service enhancements and implementation of municipal parking “best practices”
9. Provide a platform for integration with current systems

The streets and parking lots to be managed by Company include the following: **(See EXHIBIT 1: Map of Beaufort Downtown Parking)**

<b>Location</b>	<b>Spaces</b>
Craven Street	37
Newcastle Street	8
Charles Street	19
West Street	17
Scott Street	10
Carteret Street	25
Bay Street	79
Port Republic Street	47
Downtown Marina Parking Lot	180
Saltus Lot	7
Scott Lot	28
Library Lot	39
Marina Playground	13
Carteret Lot	67
<b>Total Spaces</b>	<b>576</b>

## **II. SPECIFICATIONS AND SCOPE OF SERVICES**

It is the responsibility of the Company to manage and operate the City's parking system as outlined herein in accordance with the policies and procedures established by the City ordinances and in accordance with parking industry standards and best practices.

A) Among the administrative responsibilities of the Company are the following items:

1. **Personnel Administration:** Company will provide staff to undertake the operation, maintenance, administration, customer service, and other services of the parking system as outlined herein. Company will be required to supply adequate staff, as reviewed by and agreed to by the City, to successfully perform the services as listed herein. Company will be responsible for the selection, bonding (where applicable) and training of all employees. Company shall assume primary liability for the acts, negligence and omissions of its employees.
  - i. Company shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of the contract.
  - ii. Company will have access to an adequate labor pool within twenty five (25) miles of the City.
  - iii. Company is required to do background checks and drug testing on all employees prior to employment and provide proof of such to the City upon request. Parking personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments as provided by the Company.
  - iv. Company will ensure that all parking personnel wear City approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for City parking services.

- v. Company shall have an on-duty, full-time Manager who shall oversee the operation and employees of the Company, who shall manage and control the operation, ensuring high quality service and employee performance. The Manager shall be trained in the Company's corporate management training program and be certified by the Company as competent to perform the duties required by the position.
  - 2. **Payroll:** Company will assume all payroll responsibilities for Company employees including the collection, payment and depositing of all applicable Federal, State and Local payroll taxes.
  - 3. **Complaints:** Company shall respond to public complaints regarding parking management and enforcement services within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane, or in any way intimidating, the Company will submit a written report to the City within seven (7) days of the date of the report, outlining the details of the incident and actions taken to address the incident.
- B) General Company Responsibilities:
- 1. **General:** Company shall supply labor and manage the parking spaces for the use and benefit of the general public and those customers with monthly reserved parking rights. Company shall operate the parking spaces solely for parking purposes. No other activity or use of the parking spaces shall be permitted by the Company without the express prior written permission from the City. Special events involving the parking spaces must be approved in advance by City and Company shall provide any additional services required to accommodate any special events and the cost of any additional services shall be paid from the operating revenues generated from the parking spaces.
  - 2. **Hours of Operation:** All parking spaces shall be available for parking 24-hours a day, 365 days a year. The general public must pay for parking between the hours of 10:00 AM to 7:00 PM Monday through Saturday.
  - 3. **Observed Holidays:** Company will not enforce parking on the following City observed holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day as well as federally recognized holidays. In the event that any of these specific holidays fall on a Sunday, Company will not enforce parking on the day the holiday is nationally recognized.
  - 4. **Purchasing:** Company shall be responsible for purchasing all materials necessary to carry out all operation functions. These include but are not limited to envelopes, uniforms, office equipment and supplies, spare parts for maintenance and repair of meters, and all other necessary equipment. Company will be responsible for engaging third party contractors, to the extent necessary, for the provisions of services outlined herein.
  - 5. **Revenue:** Company will collect and deposit revenues including, but not limited to, Meter Revenue, Monthly Parking Permit Revenue, Booting/Towing Revenue, and Citation/Fine/Fee Revenue. Should any monies collected by the Company be lost, stolen, unaccounted for or otherwise removed from the custody and control of the Company prior to being deposited into the designated bank account, Company must still report this as earned revenue to the City. Company must obtain insurance to protect against loss, theft or removal. Company will be liable for all mismanagement of funds by its employees or agents.

6. **Reporting:** Company will ensure proper accountability and internal controls of all monies collected and provide financial reports on a monthly basis or as requested. Company will maintain accurate records reporting all operational disbursements. Company's on-site Manager shall compile, prepare and deliver each month to the City a summary monthly report of all operations. The monthly report shall include comprehensive data for the on-street meter system, the permit system and the additional parking services, and for the system as a whole. The report must also include the number of tickets issued each month, the number of tickets appealed, the number of tickets waived, a list of the names of Habitual Parking Offenders, the number and dollar amount of outstanding tickets for each Habitual Parking Offender, the number and dollar amount of delinquent collection on tickets and the number and dollar amount of delinquent ticket collection efforts. The report will be a key tool that the City and Company will utilize to monitor the delivery of parking services. The City and Company will meet on a quarterly basis to review the reports.
7. **Budget:** Company shall prepare and submit an annual (July through June Fiscal Year) operating budget for City review and approval. Budgeted expenses shall be based on an approval line item budget to be derived based on the scope of services to be provided and the number of parking meters owned or designated by the City for services. A budget for the following fiscal year shall be submitted annually by April 30 of each fiscal year, and approved in writing by the City Manager within thirty (30) calendar days after receipt (the "Approved Budget"). Any expenses incurred in excess of the Approved Budget for such year shall be at the sole cost of the Company, unless approved in advance writing by the City Manager.
8. **Accounting and Auditing:** Company shall maintain complete and accurate records, using Generally Accepted Accounting Principles (GAAP), of all costs and revenue collections related to the services provided. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours; by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with the signed Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the services provided.

### III. **ON-STREET PARKING METER AND PAY STATION MANAGEMENT, ADMINISTRATION AND MAINTENANCE**

The City presently has 206 on-street parking spaces consisting of 12 digital pay stations, 181 IPS credit card-enabled meters and 28 POM digital meters (See EXHIBIT 2: List of On-Street Meters) Parking enforcement is between the hours of 10:00 AM to 7:00 PM Monday through Saturday. The successful Company will be responsible for all aspects of the operation and management of the on-street parking meters and pay stations, including maintenance as outlined herein. The awarded Company will be required to supply adequate staff, as agreed to by the City, to perform the services as listed herein.

1. Ensure that all meters and pay stations are required to function properly no less than 98% of the time.
2. Replace/repair any damaged meters and pay stations as required.



3. Maintain all operational meters, pedestals, meter poles, heads and all other meter accessories in good working condition. Good working condition is defined as repairing/replacing any defective meter within 24 hours of a report of failure.
4. Ensure poles and pedestals are clean and upright. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or pay stations to the appropriate supervisor.
5. Implement and follow a regular preventive maintenance schedule for all parking meters and pay stations.
6. Maintain a log of all complaints regarding meters and pay stations. The log shall note date, meter / pay station number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the Company checked the meter, the nature of the problem, and the date it was corrected.
7. Keep the pay stations supplied with paper for receipts to ensure there is no down time.
8. Collect and account for all revenues from all pay equipment. The collection of single space meters and pay stations are required to be done at least twice a week and before the meter is 95% full to ensure no downtime.
9. Reprogram parking meters and pay stations when rates or other changes are required by the City.
10. Company will be responsible for painting the and striping at a minimum of every other year for the parking lots.. Company will also be responsible for striping street parking spaces when needed.
11. Company will be liable for any lost, stolen, unaccounted for or damaged equipment that is provided to the Company as inventory by the City. (See EXHIBIT 3: Meter & Pay Station Spare Parts Inventory)
12. In the event of a mandatory evacuation, Company will be required to remove all parking meters and pay stations to safely secure all parking meter and pay station equipment from damage, theft, or loss. The City will notify the Company immediately upon notification of an evacuation. Should Company fail to safely secure the parking meters and pay station equipment as instructed, Company will be fully responsible for replacement of all damaged or lost parking meters and pay stations. Replacement meters and pay stations must be brand new.
13. The City reserves the right to explore meter replacement options, including financial alternatives that may be in the best interest of the City. Company agrees to work with the City to find the best prices for parking equipment and lowest financing rate available.
14. Enforce all parking related ordinances, statutes, and codes as required by State Law or the City ordinances. Typical violations enforced include but are not limited to:
  - a. All “time-restricted” on-street parking
  - b. All legally designated handicapped on-street parking
  - c. All “No Parking Anytime” areas
  - d. Vehicles parked too close to fire hydrants, driveways, stop signs, intersections, or crosswalks
  - e. Vehicles parked facing the wrong way
  - f. Improper parking

#### IV. PARKING PERMIT MANAGEMENT

The City presently issues over 100 monthly permits to residents, companies, and employees for the City's on-street parking for "eight hour" parking spaces only. Company will supply the adequate staff, as agreed to by the City, to issue parking permits which include the following services:

1. Provide for the purchase of permits by phone or in person.
2. Provide ability to change credentials and license plate number registered to a parking permit.
3. Renew and cancel permits.
4. Provide customers with an update regarding approval or status of a permit within seven days.
5. Allow for payment via credit card.

#### V. SPECIAL EVENTS

If a special event is scheduled, Company will be required to provide additional staffing, as applicable, as well as provide special event parking management and coordination. This includes setting up street cones for certain parking spaces during parades and other events when necessary. These events include, but are not limited to festivals, parades, holiday events, weather emergencies, etc. The City's primary events are the Beaufort Water Festival (July), Beaufort Shrimp Festival (October), Taste of Beaufort Festival (May), Gullah Festival (May) and A Night on the Town event (December). Other festivals and events may occur at any given time.

#### VI. CITATION MANAGEMENT

1. **Issuing Citations:** Citation Services are to include monitoring parking meters and pay stations, issuing citations, citation tracking, payment acceptance, appeal processing, and collections. The intent is to quickly, efficiently, and proactively manage all parking citations with a high level of customer service. Tracking a habitual offender and what is a habitual and offender and what we expect from them.
2. **In-State Processing:** Company must have technical capability to interface with the South Carolina Department of Motor Vehicles and must provide documentation that demonstrates capability to interface with SC DMV and other state Motor Vehicle Bureaus for license plate lookup services.
3. **Out-of-State Processing:** Company is required to interface directly with all out-of-state departments of motor vehicles to acquire registration data and update the system to support collections. Company must ensure timely processing of out-of-state tickets, and be capable issuing notices to non-South Carolina violators for unpaid tickets after the due date of the ticket.
4. **Habitual Parking Offenders:** People who have three or more unpaid parking tickets will be classified as a habitual parking offender. Any vehicle which is parked in a public right-of-way, and for which there are three (3) or more outstanding, unpaid, overdue parking tickets, the latest of which has been unpaid for a period of at least fifteen (15) days can be towed at the owner's expense. Company shall track and monitor habitual parking offenders and report this information to the City as described RFP section II(B)(6) – "Reporting".

5. **Towing and Booting:** Company is required to properly tow and boot vehicles per City ordinances. Company shall work with City Police regarding any Habitual Parking Offenders to make sure they are properly towed or booted per City Ordinances. Company shall identify its experience in providing this service to other municipalities and include a reference listing of the same.
6. **Managing Appeals of Parking Violations:** Company would be responsible to scheduling the parking ticket appeals and managing any supporting evidence submitted by customers in support of their appeals. Company should also provide the ability to conduct appeals online. In the event a parking violation is appealed in Municipal Court, a representative from the Company must attend every hearing for any parking violations appealed in Municipal Court.
7. **Citation Fee Collection:** Company is required to collect on all parking citations including delinquent parking citations. Company must keep track of all outstanding citations and make every effort to collect all parking citation fees in accordance with the policies and procedures established by the City ordinances and in accordance with parking industry standards and best practices.

## VII. **PARKING ADVISORY SERVICES**

The Company will assist and consult with the City as necessary to provide input, recommendations, and analysis specific to the City parking system and the potential modification of parking policies to meet the needs of businesses, visitors, and residents. The Company will provide the following Parking Advisory Services:

1. Meet quarterly with the City to assess how well public parking is accommodating its needs and report to City with suggestions for improvement.
2. Be available to respond to City when needed and attend meetings if asked by the City.
3. Provide monthly and annual financial and performance reports as agreed to by the City.
4. Change Company procedures as necessary to conform to revisions in the State laws, City's ordinances, parking regulations, policies and initiatives.
5. Review City parking ordinances as necessary to ensure that they are achieving the desired outcome. Provide the City with recommendations if any ordinances are creating a negative impact to the parking program.
6. On an annual basis, evaluate the parking rates and provide recommendations for rate changes to the City.
7. Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the City.
8. Company will, to the greatest extent possible, adhere to the City's intent to manage its parking system through the application of "best practices" to support transit-oriented and pedestrian-friendly development, make infill development viable and create more walkable, livable communities. These "best practices" are based on the principle that parking should be managed as a resource that has critical impacts on visitor and commuter access, retail health, traffic safety, economic development, and streetscape quality, and that parking should be managed to achieve both transportation objectives and other community goals.

## VIII. SUBMISSION REQUIREMENTS

### 1. RESPONSE TO THIS REQUEST FOR PROPOSAL MUST INCLUDE THE FOLLOWING:

- i) Those companies interested in providing parking management and enforcement services must submit one (1) unbound Original and four (4) bound copies and the proposal must include the items specifically enumerated in section VIII(2)(ii). In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a Respondent's profile or brochure.

### 2. Proposal Development

- i) **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the proposer.

- ii) **Proposal format:**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional proposals, past experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

In order to be considered for selection, respondent proposers shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP.

#### a. Transmittal Letter

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- (i) The RFP subject and RFP number in which Proposer is submitting.
- (ii) Name of the Proposer responding, including mailing address, e-mail address, telephone number, and names of contact person.
- (iii) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the vendor to a contract.
- (iv) Prepare an executive summary stating the Proposer's understanding of the parking management and enforcement services including an affirmative

statement that Proposer will provide the necessary resources to manage and provide the highest level of service to the City, its residents, businesses, patrons and visitors. Include any general information the proposer wishes the City to consider about the proposal.

**b. Experience and Qualifications**

Your company must demonstrate a minimum of five (5) years' experience in the management and operation of municipal / public parking operations for a minimum of three (3) with similar on-street parking as outlined herein. Your company must describe in detail its organization and pertinent experience. Furnish a list of similar municipal operations and facilities that your company is now operating and/or has operated within the last five (5) years. Information on this list shall include the following for each location:

- (i) Name and location of parking system and facilities operated;
- (ii) Dates business was operated;
- (iii) Summary of Scope of Services and number of parking spaces by facility-type (e.g., on-street, off-street, garage, lot, );
- (iv) Annual gross receipts and operating budget; and
- (v) Explain the reasons, if any, that your company's agreements for the operation and/or management of municipal parking services was cancelled or terminated early.

**c. Proposer's Work History and References**

Names, contact persons, addresses, emails, and phone numbers of references for verification of experience. Your proposal must specifically address the following:

1. Provide at least three letters of reference from current and/or prior municipal / public clients for which you provide or have provided similar services.
2. Describe in detail your company's experience in operating and maintaining on-street parking meter operations, structured and surface parking facilities including the place of service (e.g. downtown business districts, airports, large retail malls, mixed-use developments, transit stations, etc.)
3. Describe your experience in managing and maintaining automated parking revenue control systems.

**d. Management and Personnel**

Describe in detail your proposed management structure for the Parking Management and Enforcement Services outlined herein and specifically provide the following:

1. A proposed organizational chart of the management and staffing for operations for the proposed services including names, experience, and qualifications of the manager and other key personnel including resume of manager and other key personnel. The manager must have the experience and qualifications in overseeing multiple facets of parking operations and experience in working in a diverse environment.
2. An attachment which indicates the proposed staffing for all job categories of the parking system as described herein by shift on weekdays and weekends including titles and responsibilities. A description of the management policies and practices that your company would use in performing its obligations, including supervision, surveillance, and auditing.
3. A detailed description of the training program for employees, including both the initial instruction on routine duties as well as additional training to enhance job performance.

**e. Operations, Transition and Implementation Plan**

Describe in detail your company's plan for providing the Parking Management and Enforcement Services outlined in this RFP and your plan to transition from the existing operations and implement said services in order to provide the highest level of service to the City, its residents, businesses, patrons and visitors. The operations, transition and implementation plan should include a detailed description of the following:

1. Management of on-street parking regulated by both single-space meters and multi-space pay stations.
2. On-street meters and pay station collections, maintenance and installations.
3. Collection of monies and accounting, including cash handling, applying financial controls, preparing and submitting reports to the City, addressing employee theft, a description of the internal audit program, and copy of the procedures handbook.
4. Methods of obtaining license plate look up features and how Company will perform collections on unpaid tickets.
5. Special event assistance.
6. Parking advisory services.
7. Office and personnel administration.
8. Training and customer service.
9. Reporting and samples of the effective management reports for an operation of the parking management and related services described herein.
10. Copies of standard operating procedures for the service outline herein.
11. Staffing and organizational chart for the provision of all services outlined herein.

f. **Added Value and Best Practice Recommendations**

Include a description of specific added value services, management strategies, and parking industry best practices that have been implemented at other locations.

g. **Cost of Services Proposal**

Include a Cost of Services proposal for the provision of the Parking Management and Enforcement Services as outlined herein for each year of the five (5) year term of the contract. Provide what percentage of all Gross Revenue the Company will charge for the monthly Management Fee. The Management Fee shall be calculated and payable monthly based on Gross Revenue from the immediately preceding month. For the purpose of this section, "Gross Revenue" shall mean all revenues collected by Company (excluding all sales tax or other charges required to be remitted to other governmental agency) related to Parking Management and Enforcement Services, including, but not limited to, Meter Revenue, Monthly Parking Revenue, Booting/Towing Revenue, Citation/Fine/Fee Revenue, and Collection fees. The Cost of Services Proposal shall be provided for on-street parking management and enforcement services. **(See Exhibit 4: Cost of Services Proposal Form)**

h. **Incentive Proposal**

In order to incentivize the marketing and utilization of the City's parking assets and the efficient management of the parking system, in addition to its Cost of Services proposal the Company may present an incentive proposal. The Company's incentive proposal will outline revenue or operational cost savings sharing, between the Company and the City, resulting from the Company's improved and efficient management of the parking system. The incentive proposal may also identify additional services that the Company would provide the City resulting from increased revenues or operational cost savings. Presumably, the incentive proposal would be based on increased parking system revenues that exceed a predetermined existing amount that represents the City's existing net parking revenues. The existing net revenue amount would be identified and mutually agreed upon by the Company and the City.

i. **Financial Data**

Company must include a copy of your two (2) most recent annual financial statements (audited preferred). The Company's financial statements will be kept confidential to the extent permitted by law except as may be required to defend the City against any legal action pertaining to this RFP or arising out of or related to the subject agreement.

j. **Other Information to Provide**

- (i) Explain the Company's or team's use of technology, such as whether you employ a paper citation tracking system or an internet citation tracking system that can be accessed by customers. Also provide what parking citation software program(s) your company is experienced in using for issuing citations and parking permits. (e.g. AIMS, Clancy Systems, T2 Systems, FastTrack, TickeTrack)
- (ii) Company must provide a total backup for all software, hardware and other equipment. Describe in detail how Company will ensure proper backup of the system (specify whether daily, real-time, separate/off-site, etc.).
- (iii) Describe how you provide for responsiveness to phone calls or email from customers and how you discuss any parking issues that arise.
- (iv) List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.
- (v) Proposer shall be responsible for providing a Bid Bond in the amount of 5% of the total annual management fee. Failure to submit the necessary bond requirements with the proposal will cause rejection of the proposal. Bid Bonds of the unsuccessful Companies will be returned upon award of the bid. Fax copies are unacceptable.

k. **Required Forms:**

- (i) Proposals must include the required forms. Forms three through eight can be found at the end of the General Terms and Conditions section:
  - 1. Certificates of Insurance showing present coverage as described in the "Insurance" section of the General Terms and Conditions.
  - 2. Three most recent Workers Comp Modification Reports
  - 3. Ethics in Public Contracting Certification
  - 4. Non-Collusion Affidavit
  - 5. Small / Woman-Owned / Minority Business Enterprise Form
  - 6. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
  - 7. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
  - 8. RFP Signature page (must be signed in ink)

IX. **ADDITIONAL DOCUMENTS**

Additional Documents can be found immediately after the "General Terms and Conditions." These documents include "Map of Downtown Parking (Exhibit 1), "List of On-Street Meters & Pay Stations" (Exhibit 2), "Meter & Pay Station Spare Parts and Backup Inventory" (Exhibit 3), and "Cost of Services Proposal Form" (Exhibit 4).



## **X. EVALUATION PROCESS AND SELECTION CRITERIA**

The City will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the lowest responsible bidder. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate.

**Lowest responsible bidder.** Contracts shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the City shall consider:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract;
- (i) The number and scope of conditions attached to the bid.

It is the City’s intent to contract with one Company to provide Parking Management and Enforcement Services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and all bids that is in the best interest of the City. The scoring of the proposals by the City’s RFP Evaluation Committee shall be based on the respondent’s qualifications including, but not limited to the following:

### **1. Experience and Qualifications of the Company (maximum 30 points)**

Consideration will be given to companies demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP. Companies should convey their experience in managing municipal / public parking systems similar to City of Beaufort, experience with implementing innovative parking management strategies and “best practices” to reduce operating costs and enhance the delivery of parking services as outlined herein. Similar experience will include providing similar services to major public sector parking operations. Experience in the Southeast US region is preferred. This section should also include detailed information regarding similar contracts successfully managed by the Company including contract performance, the reliability of services, and public interaction.

**2. Project Approach / Management Plan (maximum 25 points)**

Proposal responses will be evaluated on the comprehensiveness and quality of the approach of the Company to undertake the services outlined herein, including the proposed operating plan, transition plan, parking system enhancements, and strategies to improve the delivery of parking services, reduce operating costs and increase revenues. The project approach shall be sufficiently detailed to convey the Company understands the requirements, staffing levels, organizational structure, and obligations for the successful implementation and operation of this project. Proposals will also be evaluated for clarity/accuracy of the information requested.

**3. Cost of Services (maximum 25 points)**

Proposal responses will include a cost of services proposal for all services outlined in the RFP. The cost of services proposal should also identify innovative and realistic strategies to reduce the City's parking system operating costs and enhance parking revenues. The cost of services proposal may include an incentive proposal but not required. If included, the Company's incentive proposal will outline revenue or operational cost savings sharing, between the Company and the City, resulting from the Company's improved and efficient management of the parking system. Consideration will be given to proposals that present the optimum financial benefit to the City over the term of the contract.

**4. Financial Capability (maximum 20 points)**

Company will include authoritative documentation of their financial soundness and stability. Company should include the last two (2) annual audited financial statements.

The City may choose to interview one or more company responding to this RFP. The City reserves the right to request and obtain, from one or more companies, supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

## **GENERAL TERMS AND CONDITIONS**

### **PUBLIC RECORD**

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 1911 Boundary Street, 2nd Floor, City Hall, Beaufort, South Carolina 29902.

### **PROPRIETARY INFORMATION**

The proposers are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Beaufort, South Carolina. All proprietary information shall be labeled as such in the proposal.

### **BACKGROUND CHECK**

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### **REQUIREMENTS**

The successful vendor shall comply with all instructions and shall perform services in a manner to commensurate with the highest professional standards by qualified and experienced personnel.

### **JURISDICTION**

This agreement shall be governed by the laws of the state of South Carolina.

### **ASSIGNMENT**

The successful vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

### **ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the proposer receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the proposer for additional compensation.

### **COMPETITIVE NEGOTIATION SOLICITATION**

Negotiations shall be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked firsts shall be formally terminated and negotiations with the proposer ranked second shall be conducted. The City reserves the right to cease contract negotiations if it is determined that the lowest responsible bidder cannot perform services specified in their response.

#### FORCE MAJEURE

The successful vendor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

#### FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

#### FAILURE TO DELIVER

Awarded Company cannot enter into another parking services contract within the City of Beaufort without the express written approval from City Council. The contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the Awarded Company has entered into another parking services contract within the City of Beaufort without the express written approval from City Council.

#### CONFLICT OF INTEREST

In the event of failure of the successful vendor to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the successful vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

#### EMPLOYMENT DISCRIMINATION

During the performance of the contract, the successful vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the successful vendor. The successful vendor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

#### DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City requested information and data for this purpose. The City reserves the right to reject any proposer if the evidence submitted by or investigation of the proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Proposer will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the proposer's own risk.

#### INDEMNIFICATION

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

## INSURANCE

The vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the City Clerk. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the City or vendor on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting vendor's liability, the vendor shall secure and maintain throughout the term of the contract the following types of insurance with at least the limits shown.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful vendor.

Certificates of insurance must be included in the proposal.

- a) **Commercial General Liability:** The successful vendor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the successful vendor and against all claims resulting from damage to any property due to any act or omission of the successful vendor, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the successful vendor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 per occurrence

- b) **Fidelity – Blanket Employee Dishonesty**

The successful vendor shall maintain insurance for protection against all claims for the purpose of covering the Company, its agents or employees, in an amount not less than \$100,000 per employee.

- c) **Theft, Disappearance, and Destruction Coverage**

The successful vendor shall maintain insurance for protection against all claims for the purpose of protecting against loss of money and securities, inside the premises and outside the premises in the care of and custody of a messenger in an amount not less than..... \$500,000 per incident

- d) Comprehensive Automobile Liability: The successful vendor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the production of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage..... \$1,000,000 Combined Single Limit

- e) South Carolina Workers' Compensation Insurance: The successful vendor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits  
Employers Liability Insurance - \$500,000 - Each Accident  
\$500,000 - Disease Each Employee  
\$500,000 - Disease Policy Limit

- f) Professional Liability Insurance: If providing a professional service, the successful vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein: .....\$1,000,000 per occurrence.

The successful vendor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

The successful vendor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful vendor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for proposal. It shall be an affirmative obligation upon the successful vendor to advise the City at fax number 843-525-7013 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should successful vendor cease to have insurance as required during any time, all work by the successful vendor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The successful vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Sub-consultant's Insurance: The successful vendor shall agree to cause each sub-consultant employed by the successful vendor to purchase and maintain insurance of the type specified herein, unless the successful vendor's insurance provides coverage on behalf of the sub-consultant. When requested by the City, the successful vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

#### CITY BUSINESS LICENSE

The successful vendor must obtain all business license(s) required by the Beaufort City Code and ordinances. A Business License is not required to submit a statement of proposals. However, any vendor that receives an award under this RFP shall be required to obtain a City Business License before work can begin. All subcontractors that are involved in the project must obtain a City of Beaufort business license. Anyone who is not classified and paid as a W-2 employee for the successful bidder must obtain a City of Beaufort business license. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Beaufort City Business License Department at (843) 525-7025.

#### TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the successful vendor of a written notice of termination at least ninety (90) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

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

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

#### COMPLIANCE WITH LAWS

The successful vendor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or City Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

#### RIGHTS RESERVED BY CITY

This RFP is not a tender and does not commit the City in any way to select a Proposer, or to proceed to negotiations for a Contract, or to award any Contract. The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

#### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the proposer shall include the attached Non-Collusion Affidavit duly signed by a principal of the vendor certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

#### ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-consultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

#### MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Beaufort to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the successful vendor agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract. To this end, every proposer with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.



#### NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. The form can be found online at:

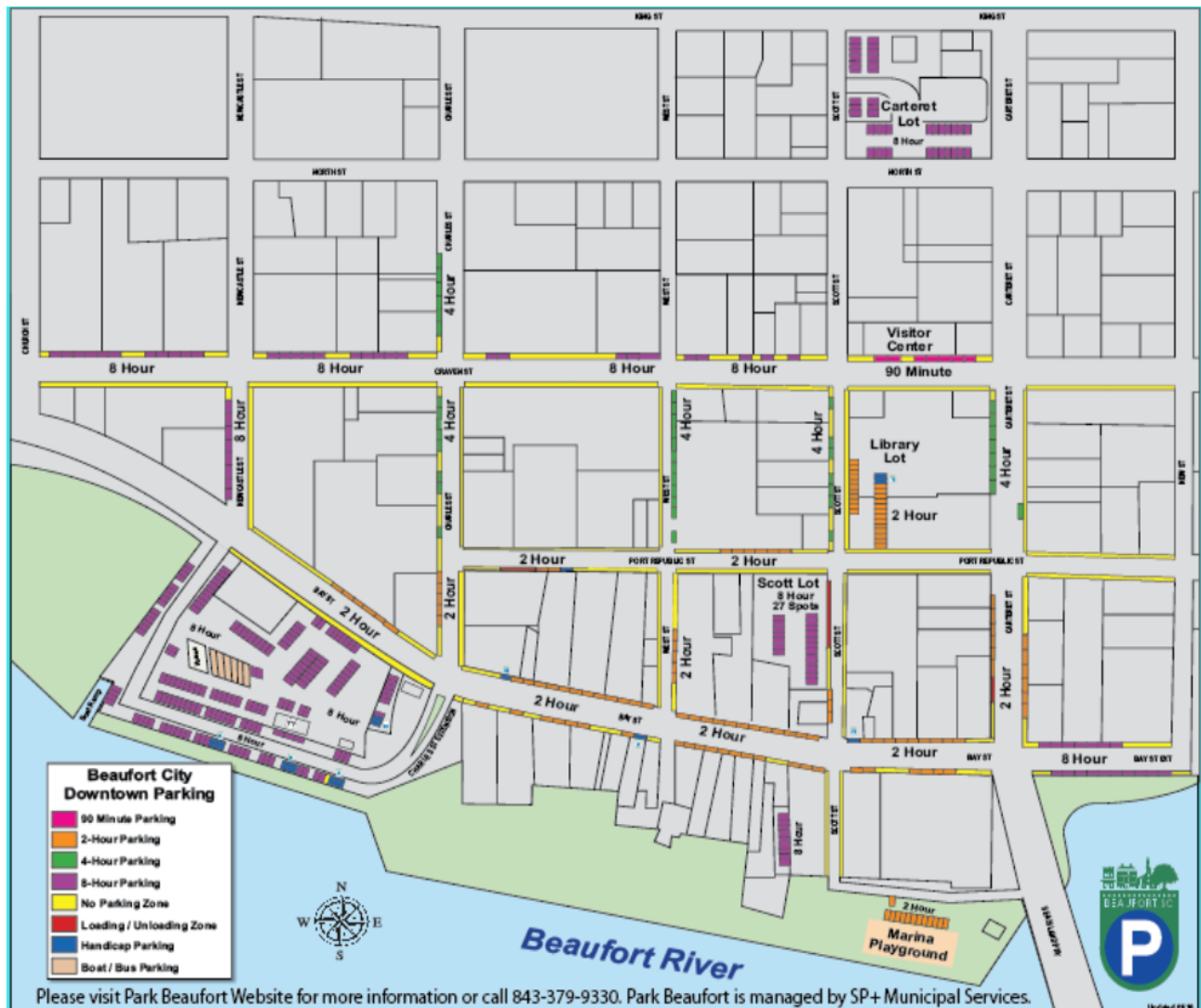
<http://www.sctax.org/NR/rdonlyres/237372ED-DC22-4893-A75E-0CEDEBB8B9F6/0/I312.pdf>.

If your company is not presently registered with the appropriate state office, you may indicate the intent to do so should your company be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

#### NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

# Exhibit 1 (Map of Beaufort Downtown Parking)



## **Exhibit 2 (List of On-Street Meters & Pay Stations)**

STREET		IPS		POM		PAY STATIONS		SPACES
Bay		79		0				
WEST		17		0				
PORT REPUBLIC		7		0				
CRAVEN		16		21				
CHARLES		19		0				
NEW CASTLE		8		0				
SCOTT		10		0				
CARTERET		25		0				
SALTUS LOT		0		7				
MARINA		0		0				
SCOTT LOT						1		28
LIBRARY LOT						2		39
MARINA PLAYGROUND						1		13
MARINA						6		180
CARTERET LOT						2		67

## **Exhibit: 3 (Meter & Pay Station Spare Parts and Backup Inventory)**

### **Parking Pay Station-12**

Coin Validator	1
Front Display Screen	1
Coin Acceptor	2
Keypad with front cover	1
IMP Ticket Graph (Printer)	4
Bill Acceptor	4
Coin Can	5
Bill Box	5
Batteries FGV24204	4
Batteries FGV22703	14
Receipt Paper	16

### **IPS Credit Card Meters**

Spare Meters	53
Spare Coin Acceptors	0
Spare Batteries	29
Spare RFID Tags	18
POM Housings	35
IPS Domes for POM Housings	34

### **POM Meters and Housings**

Meters	282
Domes	100
Coin Cups	173
Housings	0
Lenses	85
Cup Holders	120
9V Batteries	0

**EXHIBIT: 4 - Cost of Services Proposal Form**

	Rate/Hr.	Annual # of Hours	Annual Cost
Parking Attendants	_____	_____	_____
Meter Technicians/Collectors	_____	_____	_____
Assistant Manager	_____	_____	_____
Permit Clerk	_____	_____	_____
Manager	_____	_____	_____
Cashier / Summons Clerk	_____	_____	_____
Maintenance Personnel	_____	_____	_____
Total Direct Labor Cost			_____
Overhead and Profit			_____
Supplies Cost			_____
Equipment Cost			_____
Insurance Cost			_____
Vehicle Cost			_____
Management Fee			_____
Permit System and Software Costs			_____
Other <i>(Please explain in detail on separate page)</i>			_____
<b>TOTAL ANNUAL COSTS</b>			_____
* Please attach corresponding staffing schedule and organizational chart.			

CITY OF BEAUFORT  
SOUTH CAROLINA  
RFP SIGNATURE PAGE  
RFP NO. 2015-102

PROPOSER'S NAME: \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

**Proposer** warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

**The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.**

Proposer has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address: Post Office Box: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street: \_\_\_\_\_ Zip: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\*Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (company/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subCompany in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, company or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(title)

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

Notary Public for \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)



SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM	
YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p>Yes      No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p>Yes      No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p>Yes      No</p> <p>If Yes, please indicate minority group:            ___Asian American    ___Black American            ___Hispanic American    ___Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p>Yes      No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p>Yes      No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p>Yes      No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?      Yes      No</p>	
<p>Is this business a non-profit organization?      Yes      No</p>	
<p>Is this business incorporated?      Yes      No</p>	