City Hall
80 Broad Street
June 21, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Gregorie

2. Approval of Minutes:

   a.) May 24, 2016

3. Bids and Purchases

4. Police Department: Approval to submit the 2016 Edward Byrne Memorial grant application to OJP (FY16 Allocation: $21,387) for Automated License Plate Readers (ALPR's). The ALPR cost is $25,898. A match of $4,511 will be budgeted for FY 2017. *(See City Council Agenda, Public Hearings – Agenda Item, E-1)*

5. Office of Cultural Affairs: Approval to accept a grant from SCPRT in the amount of $4,500 for the 2016 MOJA Arts Festival. A City match in the amount of $13,636.36 is required. The match will come from A-Tax funds.

6. Parks: Approval to submit the Keep America Beautiful Grant application for recycling bins for use in Public Spaces. Due to time constraints, this grant was submitted on June 10, 2016. No City match is required.

7. Public Service: Approval of a lump sum work authorization #2 in the amount of $94,300 under existing Master Agreement for Professional Services with URS for conversion of existing stormwater asset/inventory from hard files into GIS geodatabase. Drainage funds will be used to fund this contract.

8. Public Service: Approval of a lump sum work authorization #3 in the amount of $100,000 under existing Master Agreement for Professional Services with URS for providing third party Stormwater Pollution Prevention Plan (SWPPP) Inspections to meet compliance requirements of the City's MS4 Discharge Permit. Drainage funds will be used to fund this contract.

9. Public Service: Approval for B&C Land Development to provide construction services in the amount of $66,211 for the #7 Nashmor Drainage Project.

10. The Committee on Real Estate: (Meeting was held June 20, 2016 at 4:00 p.m., City Hall, 80 Broad Street)

    a.) An ordinance authorizing the Mayor to execute on behalf of the City an

Amendment of Restrictive Covenants with the American College of the Building Arts to amend the Restrictive Covenants pertaining to property located at 649 Meeting Street, commonly known as the Trolley Barn, to include all documents as contemplated by the Amendment to effectuate its terms. ***(Additional documents to be placed on Committee Members' and Councilmembers' desks)***

b.) i. Request approval of the Mayor to execute the attached Ground Lease between Bon Secours-St. Francis Xavier Hospital, Inc. and the City, where the City will lease 7.5 acres of land for the purpose of constructing a Senior Center to include a 16,000 sq. ft. building, parking lot, and related improvements.

ii. Request approval of the Mayor to execute the attached Lease and Management Agreement for the Louis Waring, Jr. West Ashley Senior Center whereby upon completion of construction, Roper St. Francis Healthcare will sublease and manage the Louis Waring, Jr. West Ashley Senior Center (2095 Henry Tecklenburg Drive; TMS: 351-01-00-035, 351-01-00-021, 351-01-00-022, 351-01-00-023, 351-01-00-040)

c.) Request after-the-fact approval for the Facilities Use Agreement with the Mother Emanuel AME Church whereby the City provides the Church access to the Civic Design Center for an artwork exhibit as part of the anniversary commemoration (85 Calhoun Street; TMS: 458-01-01-085)

d.) Request approval of the Mayor to execute the attached Special Use Permit whereby the National Park service agrees to permit the City of Charleston's use of Liberty Square for the annual First Day Festival occurring on August 14, 2016 (Liberty Square Park, Concord Street)

e.) Authorize the Mayor and City Council to execute the documents necessary to transfer 13 Boyers Court and 342 North Nassau Street to JJR Development, LLC for the sum of $70,000 [13 Boyers Court $40,000 and 342 North Nassau Street $30,000] for the development of 5 affordable houses for persons earning up to 80 percent of the area median income (342 North Nassau Street; 13 Boyers Court; TMS: 463-12-02-070; 459-01-01-046/047/048) [Ordinance]

f.) Request authorization of the Mayor to execute the attached Lease Agreement between the City of Charleston and Atlantic Housing Management. (1900 Hazelwood Drive; TMS: 351-06-00-122)

g.) Consider the following annexations:

(i) 5 Tovey Road (TMS# 418-10-00-012) 0.17 acre, West Ashley (District 9)

COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor

FROM: Laura Cabiness **DEPT.** Public Service

SUBJECT: HORIZONTAL SIDEWALK CUTTING

REQUEST: Approval to establish a contract for Horizontal Sidewalk Cutting with Precision Sidewalk Safety Corp., 303 SE 17th Street, #309-122 Ocala, FL 34471. Solicitation #16-P018R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Public Service	X	☐	Laura A. C.	✓
Procurement Director	X	☐	Amy Cox	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 311000 Account #: 52970 52971 Kam

Balance in Account $385,000 Amount needed for this item **$200,000.00**

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Horizontal Sidewalk Cutting
Solicitation #: 16-P015R

Firm	Scores of Scorers			Total Score
IPW Construction Group, LLC	48	54	50	152
Precision Sidewalk Safety Corp.	98	95	100	293
Sidewalks Plus, Ltd.	80	90	75	245

Buyer — Date: 5/26/16

Witness — Date: 5/26/16

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND PRECISION SIDEWALK SAFETY CORP. FOR HORIZONTAL SIDEWALK CUTTING

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Precision Sidewalk Safety Corp. (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Horizontal Sidewalk Cutting in accordance with Solicitation #16-P015R. All attachments and exhibits, including Exhibits A, B, C and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #16-P015R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Bid Response form and Pricing List (the "Work")

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

4. The Contractor shall bill only for work according to Exhibit A and Exhibit B as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

5. The Contractor agrees to send any and all reports of work done or maintenance or service-calls performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $200,000.00 per year to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers,

officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	Precision Sidewalk Safety Corp.
John J. Tecklenburg	Wendy F. MacMurray
Mayor	CEO
PO Box 304	303 SE 17th Street, #309-122
Charleston, SC 29402	Ocala, FL 34471

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City

harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____	_____
	John J. Tecklenburg Mayor
Date: _____	Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____	_____
Name	Wendy F. MacMurray CEO
Date: 6/2/16	Date: 6/2/16

_____
Name

Date: 6/2/16

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 16-P015R	**Proposals will be received until:** May 18, 2016 @ 1:00pm
Proposal Title: Horizontal Sidewalk Cutting	
Mailing Date: April 22, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in writing no later than **1:30pm on May 5, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS
    A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit,

demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract

resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information

respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

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

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or

termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by

the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were

obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 16-P015R	**Proposals will be received until:** May 18, 2016 @ 1:00pm
Proposal Title: Horizontal Sidewalk Cutting	
Mailing Date: April 22, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 16-P015R	**Proposals will be received until:** May 18, 2016 @ 1:00pm
Proposal Title: Horizontal Sidewalk Cutting	
Mailing Date: April 22, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

   Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

   The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

   (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____ Signature

_____ Date

_____ Print Name

_____ Title

_____ Witness

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***

- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

- o 5. Attended any pre-solicitation meetings scheduled by the City.

- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***

- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____
Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name:_____

Phone Number:_____

Address: _____

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____
_____

Notary Seal:

GENERAL INFORMATION

The City of Charleston is soliciting priced proposals from interested firms to perform Horizontal Sidewalk Cutting.

PROCUREMENT PROCESS

The RFP *(Request for Proposal)* is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:30pm on May 5, 2016.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(May 18, 2016 @ 1:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) Unbound Original and three (3) bound copies of the Proposal are required for submission, plus one (1) electronic copy (CD or flash drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be

accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) Proposals should be clearly marked **"16-P015R – Horizontal Sidewalk Cutting"**
b) **All pricing information should be in a separate envelope clearly marked "Cost Proposal".**
c) Everything (Proposals and Cost Proposals) is to be placed in one envelope/box/package clearly marked **"16-P015R – Horizontal Sidewalk Cutting"**.
d) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 16-P015R.**
e) Proposals **must be received** in the City's Procurement Office **no later than 1:00pm on May 18, 2016. Late proposals will not be accepted.**
f) No more than one proposal may be submitted by any Vendor.
g) The proposal must be signed by an official authorized to contractually bind the Vendor.
h) All forms from this RFP requiring signature must be included in the proposal.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This

Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Ability to provide services required**
- **Company's Qualifications/Qualified Staff**
- **Company History/Stability/Bonding Ability**
- **Past Experiences/References**
- **Quality/Clarity and Completeness of Proposal**
- **Cost**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

TERM OF CONTRACT

The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Technical Specifications for Sidewalk Repair and Prequalification of Contractors

Contractor must provide detailed information and references on at least 3 trip hazard removal projects completed in the past 12 months listing for each project; customer contact information, total square feet of removed trip hazards, and number of person days to achieve total square feet removed, all of which demonstrates contractor's ability to meet the City's required specifications and timeline.

Prior to bidding or award, Contractor must be pre-qualified as to repair process, equipment, hazard measurement and recording, and reporting capability to verify that required repair specification can be consistently achieved.

Contractor must repair all sidewalk trip hazards from 1/4" to 2" in height in designated work areas using a minimum repair slope of 1:8.

Contractor's resulting repair surface must not be rounded or concave, must have a uniform appearance and texture, and must consistently achieve specified slope on every repair.

Contractor's hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation.

Contractor must remove hazards completely, from one end of the raised sidewalk joint to the other where applicable. Repairs must be completely flush to any abutting obstacle such as a retaining wall, and must leave a zero point of differential between adjacent slabs.

Contractor must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s).

Contractor must not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers or other objects adjacent to sidewalks. If the contractor and/or contractor's equipment does cause damage to above, the City must be notified immediately and damages must be repaired at the contractor's expense within 24 hours of the time the damage occurred.

Contractor may not use any type of "fill" material.

Contractor must make provisions to insure horses are not spooked when working in areas where horse drawn tours are operating.

Contractor must employ a dust containment system 100% of the time which minimizes dust and prevents dust run-off into storm drains.

Contractor may NOT use water to eliminate dust, as it causes "slurry" runoff.

Contractor must completely and immediately clean up and recycle all debris after each hazard is repaired.

Sidewalk repair equipment and all other items incidental to the work shall not be left or stored on the sidewalk or on private property while not in use.

Contractor must guarantee that the City's specified 1:12 or 1:8 repair slope is achieved on every repair. If defined slope is not achieved, contractor must repair to specification at no additional charge within 72 hours of discovery.
Contractor must electronically submit a minimum of a weekly summary itemizing each trip hazard repaired, which are to be reported in square feet and include at least the following:

a. The physical location (address, light pole #, etc) of each repair
b. The itemized cost for each repaired hazard
c. The specific hazard height - both high side and low side measurement – in 8ths of an inch
d. The total width of actual repair in inches.
e. The total surface area of the "treated" or repaired portion of the slab shall also be reported in square feet. For reporting and payment purposes, the treated or repaired surface area will in all cases be the minimum square feet necessary to precisely meet all other conditions of the repair including required slope (see note1)
f. Savings generated vs. cost of replacing the slab to remove the hazard

Note 1: In all cases, the "treated" or actual surface area of the trip hazard repair IS NOT equal to the total square feet of that slab.

Example 1: Using a 1:12 repair slope, a trip hazard that measures 1/2 inch across an entire 4 foot wide sidewalk would yield 2 "treated" square feet (surface area of the repair) on a 4x4 sidewalk panel whose total square feet is 16. (See Figure 1)

This is calculated as follows:

Using a 1:12 repair slope: average height is 0.5 inches (½ + ½ divided by 2) x width of 4 feet yields 2 square feet of repaired surface area.

Note: This 2 square feet of treated surface area would need to be multiplied by .667 to compute actual square feet of a repair when using a 1:8 repair slope since a repair with 1:8 slope has 50% less "treated" surface area than a repair with 1:12 repair slope.

Example 2: Using a 1:12 repair slope, a .5 inch trip hazard that tapers to a zero point at 2 feet width, would yield 0.5 square feet of treated repair calculated as follows:

Average height is .25 inches (½ + 0 divided by 2) x 2 ft width = 0.50 square feet

In both examples, the actual "treated" surface area of the repair is the removed concrete and is substantially less than the total square feet of the slab containing the hazard (16 square feet).

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

Addendum #1 – Q&A

T: (843) 724-7312
F:(843) 720-3872

Date: May 12, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer
Subject: Solicitation #16-P015R – Horizontal Sidewalk Cutting RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

Q-1 What is the cost estimate for this project?

A-1 That information is not available.

Q-2 How can I get a copy of Plan Holders List and Addenda if there is available?

A-2 That information is not available.

Q-3 What are the bonding requirements for this project?

A-3 We are not asking for a Bid or Performance Bond, but your company should be bonded.

Q-4 I am interested in bidding on the project, but there is a clause in the technical specifications that says:

"Contractor may not use water to eliminate dust, as it causes "slurry runoff".

Our company will not cut concrete dry as the fugitive dust (even with dust collection systems and dust masks) creates a significant health hazard for the employee. Silica dust is known to cause silicosis, and we will not cut concrete dry for that reason.

We employ a wet cut and if required equip the unit with a vacuum to remove the slurry before a final pressure wash rinse is applied to the sidewalk. It has been our experience that most municipalities do not have a problem with the silica slurry being washed into the silica based dirt. Some are however concerned with

the slurry entering the storm sewers and therefore require vacuuming of any slurry which enters the road gutter.

Would you be interested in entertaining the idea of wet cutting along with a vacuum cleaning? We could provide a price for wet cutting and now vacuum or wet cutting with every cut vacuumed.

A-4 The City will entertain wet cutting with every cut vacuumed.

Q-5 In the bid document there is no indication of the size of this annual project. Obviously the larger the project, the more cost effective the operation becomes. Can you give the bidders an idea of an annual budget for this work or the number square feet of cuts anticipated each year?

A-5 That information is not available.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Offeror	Title
Authorized Representative	Date

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

PRECISION SIDEWALK SAFETY
Trip Hazard Removal Specialists

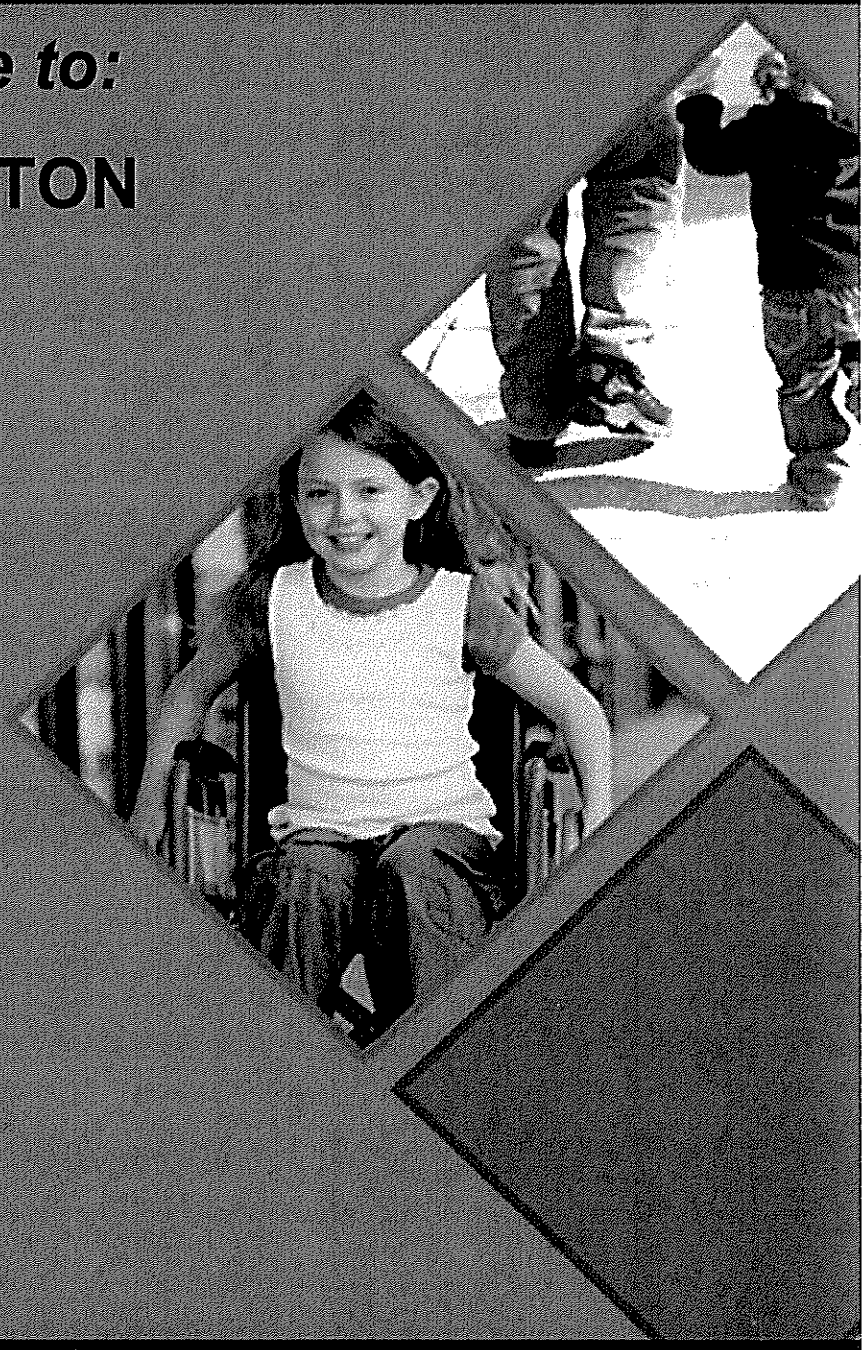
May 16, 2016

Proposal Response to:

CITY OF CHARLESTON

Proposal Number: 16-P015R

Horizontal Sidewalk Cutting



Precision Sidewalk Safety Corp
303 SE 17th Street, #309-122
Ocala, Florida 34471
877-799-6783
www.precisionsidewalksafety.com

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

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Section 1: EXECUTIVE SUMMARY

1.1 Introduction and Background

In the fall of 2007, Precision Sidewalk Safety Corp (PSSC) introduced to South Carolina its new, proprietary and patented technique for repairing trip and fall hazards on sidewalks. In early 2008, PSSC completed its first project for the City of Charleston, making repairs on lower Battery. In 2011, the City of Charleston implemented an annual sidewalk asset maintenance program by posting RFP 11-P012B, and PSSC was awarded the contract. Since that time, the City has had a proactive sidewalk asset maintenance program in place to ensure safety and ADA compliance on its sidewalks. By utilizing the patented technique offered by PSSC, the City has achieved excellent results. Even a local blogger posted positive, unsolicited comments in 2014 about the attractiveness and unobtrusive nature of the City's sidewalk repair program, stating, "One more reason why Charleston is the Greatest City on the Planet."

The PSSC approach has afforded the City the ability to comply with ADA requirements, minimize liability, and improve safety and aesthetics in their neighborhoods at more reasonable rates than conventional alternatives.

1.2 Proposal Response to RFP 16-P015R

PSSC fully notes and complies with the commercial and technical requirements stated in RFP 16-P015R.

Precision Sidewalk Safety Corp (PSSC) is a Florida corporation issued a certificate of authority to conduct business in South Carolina. The company is in good standing in both South Carolina and Florida (See Exhibit C) and is majority owned by Wendy MacMurray, a woman. The company is certified as a Minority Business Enterprise under the provisions of Chapter 287, Florida Statutes (see Exhibit B).

Precision Sidewalk Safety Corp has a perfect safety record and 100% reference-able customers. We use OSHA approved equipment, certify all employees who work directly in trip hazard repair, and have outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high pedestrian traffic areas, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed.

Wendy and Alan MacMurray, the founders of Precision Sidewalk Safety Corp, have over 50 years combined experience in customer management, service delivery and project implementation and have been respected executives for global Fortune 500 companies as well as start-up companies. They introduced the Precision technology to Florida in late 2006 and South Carolina in 2007 and they now support hundreds of customers. The company has used its unique, patented technique to make over 215,000 repairs on sidewalks in the two states, saving communities an estimated $29 million on sidewalk repairs.

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

Section 2: OVERVIEW OF SERVICE

2.1 Ability to Provide Services Required

The City of Charleston maintains sidewalks to ensure the safety of its residents and visitors. Removal and replacement of every panel where there is a change in level on sidewalks is cost prohibitive and disruptive to residents and visitors. In addition, changing out existing materials can diminish Charleston's historical character of the City's sidewalks. However, it is also important for the City to achieve compliance with the Americans with Disabilities Act (ADA), improve safety, and enhance the aesthetics of its neighborhoods.

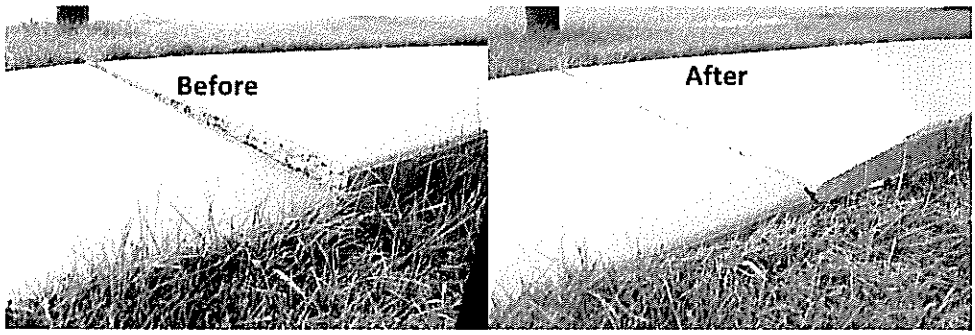
PSSC uses **patented** horizontal cutting technology to repair trip hazards created by changes in level up to 2 inches high on sidewalk panels, allowing us to achieve an ADA compliant slope. On average, the PSSC system can repair approximately 90% of all problems on sidewalks and other pedestrian surfaces – often times much higher. The remaining areas (eg. broken panels) would need to be demolished and replaced by the City. For communities throughout South Carolina, the PSSC service has minimized liability and improved the safety and aesthetics of sidewalks at much more reasonable rates than the alternatives. Section 4 provides customer examples and references.

2.2 Qualified Staff / Qualifications

PSSC technicians have completed extensive training to ensure the highest quality service delivery and they have done work in a variety of environments. Whether in a busy downtown with horse-drawn carriages or a college campus, PSSC technicians are noted to be conscientious, professional, and meticulous in the provision of this service. PSSC institutes a pay structure that rewards safety, quality and minimized disturbance. PSSC repairs are completed while keeping the sidewalks in service and minimizing inconvenience to pedestrians. No heavy equipment or traffic control is required and all areas are cleared of any debris. The area is left clean, damage-free, and trip hazard-free.

PSSC is a **drug free company**. All employees are drug screened at a licensed drug screening facility prior to being accepted for employment and may undergo testing at any time deemed appropriate by management.

Section 2, Figure 1: Precision Sidewalk Safety Work Example



Wendy MacMurray, 51% owner, and Alan MacMurray, 49% owner, are the founders of PSSC. Wendy MacMurray, the CEO, has been a high performing executive in multiple, top-ranked Fortune 500 companies, managing business development and operations to customers worldwide. Alan MacMurray, the President, has directed organizations in both large corporations and small start-up companies, delivering innovative services, managing customers, and implementing large projects. The two founders introduced the precision technology to Florida in late 2006 and to South Carolina in 2007. Resumes and biographies are available upon request.

2.3 Company History / Stability / Bonding Ability

PSSC utilizes the patented technology developed by Precision Concrete Cutting (PCC) of Utah, which was founded in 1992, when Ballard Gardner opened a small trip hazard removal business in Provo, Utah. Frustrated with poor results from conventional methods, PCC designed a unique machine and process that uses a saw instead of a grinder. Gardner's efforts ultimately led to today's design, which has been awarded six currently-held patents by the U.S. Patent and Trademark Office. For over two decades, PCC and its affiliates have successfully repaired trip hazards on tens of thousands of miles of concrete sidewalk, with today's offices spanning the US, Canada and Australia.

For Precision Sidewalk Safety Bonding, Allied Property and Casualty Insurance Company is the Current surety and is A.M. Best Rated A+ XV (Superior). At the present time, Allied Property and Casualty Insurance company provides a $200,000 single project and a $400,000 aggregate surety program to Precision Sidewalk Safety Corp.

2.4 Repair Schedule And Duration

Precision Sidewalk Safety technicians average approximately 50 repairs each, per day. We re-route pedestrian traffic on small sections of sidewalk (10'-15') for periods that range from 3 to 20 minutes while those sections are being repaired. No assistance is required, although we welcome site visits, evaluations, or inspections at the City's convenience at any time. Table 1 provides time requirements for PSSC trip hazard removal, using an example of a project area that has 1,400 trip hazards present.

Section 2, Table 1: Repair Schedule for 1,400 Trip Hazards / 3 Man Crew

Repair Slope	Average Time per Repair	Total Time Required
1:8 Slope	12 minutes	13 Days
1:12 Slope	16 minutes	17 Days

Section 3: PRICING

3.1 Precision Sidewalk Safety Pricing and Pricing Methodology

PSSC prices its service based on the amount of concrete that is removed in order to achieve a given slope or ramp at the location where the trip hazard is removed. PSSC calculates our standard pricing in units called Inch Feet, which, when a 1:12 repair slope is calculated and rendered, is exactly identical to the Treated Square Feet (TSF) measure represented in the examples provided in Charleston's RFP 16-P015R section titled "Technical Specifications for Sidewalk Repair and Prequalification of Contractors."

It is understood that if the City of Charleston instead chooses a 1:8 repair slope to be delivered for that identical hazard, the actual TSF using a 1:8 repair slope is only 2/3rds of the surface area rendered using a 1:12 repair slope for that identical hazard, because of the change in the desired slope.

As such, PSSC reduces our 1:12 unit pricing (see Section 3, Table 1 pricing below) offering a 1:8 unit price precisely to account for this "slope dependant" reduction in total surface rendered when a less gradual 1:8 sloped repair is chosen over a 1:12 sloped repair (for identical hazards).

Method of Repair Calculation:
Cost per repair will be derived by multiplying the average height of the hazard (in 8ths of an inch), by the actual repair width (in inches), by the unit cost per "treated square foot" for repair slope chosen. This will also allow PSSC to provide the detailed information requested by the City of Charleston for every project.

Price per treated square foot is shown in Table 1 below.

Section 3, Table 1: Pricing for City of Charleston RFP 16-P015R	
Repair Slope	**Unit Price per treated square foot**
1:8 Sloped Repair	$ 31.35*
1:12 Sloped Repair	$ 37.95*

*Price includes inspection documentation (see 3.4 below)

Example 1 from RFP 16-P015R describes a trip hazard that measures ½ inch high across an entire 4 foot wide sidewalk, yielding 2 treated square feet. For this example, applying the above pricing, the following would be the charges for that repair:

Removing 2 treated square feet @ $31.35/TSF = $62.70 for that repair w/ 1:8 slope.

Removing 2 treated square feet @ $37.95/TSF = $75.90 for that repair w/ 1:12 slope.

Example 2 from RFP 16-P015R describes a trip hazard that measures ½ inch high and tapers to zero at two feet width, yielding 0.5 treated square feet. For this example, applying the above pricing would result in the following charges:

Removing 0.5 treated square feet @ $31.35/TSF = $15.68 for that repair w/ 1:8 slope.

Removing 0.5 treated square feet @ $37.95/TSF = $18.98 for that repair w/ 1:12 slope.

3.2 Additional Pricing Considerations

Estimate and Survey in Advance
Although prior estimates have not been requested, an additional $1.50 per treated square foot will be applied if the City should ever require an initial estimate (a prior site inspection) for a special project area.

Site Relocations
The pricing above includes one relocation each day (i.e. two site locations total per work day). Additional relocations, if any, will be invoiced at $40 per additional relocation.

Maintenance of Traffic (MOT)
The work done by PSSC does not require MOT. In the unlikely event that a project arises that does require MOT, PSSC will invoice the City at cost for this service.

3.3 Inspection and Survey Details

Included in the pricing above, PSSC will comply with Charleston's requirements, completing and recording a thorough inspection of the sidewalks and pavement within each project area. At project initiation by City of Charleston, PSSC will review with a designated manager at the City, the specifications required for the project to ensure that the work is completed to the City's exact requirements and needs.

As the work is completed, PSSC will electronically record a fully auditable register, which includes data on every hazard. This register will be delivered together with an invoice, giving Charleston a complete record of its program to maintain safe walkways throughout different sections of the City. The data provided by PSSC will include a summary of the project specifications and the detail below for each individual repair.

1. Measured height on high side recorded in 8th's of an inch.
2. Measured height on low side recorded in 8th's of an inch.
3. Measured width of each trip hazard recorded in inches.
4. Approximate square feet of panel repaired
5. Physical location (usually street address) of each repaired trip hazard.
6. Repair measurements converted to square feet removed (treated square feet).
7. Cost for repairing each removed trip hazard.
8. Savings per repair vs. the City's documented cost of replacement.

If desired by the City's Public Works office, PSSC will also provide free of charge a list of sidewalk issues outside of the scope of this RFP, but requiring attention from the City. This provides the City with a thorough and complete sidewalk inspection.

PRIVILEGED AND CONFIDENTIAL

The following information fits within Section 11-35-410 of the Code of Laws of South Carolina and is deemed privileged and confidential information, as individual customer lists and customer details are not customarily released to the general public. Sharing of this information could cause harm to our company's competitive position.

SECTION 11-35-410. Public access to procurement information.

(B) Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information include:

(1) customer lists;

(2) design recommendations and identification of prospective problem areas under an RFP;

(3) design concepts, including methods and procedures;

(4) biographical data on key employees of the bidder.

Section 4: PAST EXPERIENCE AND REFERENCES

For the past 10 years, PSSC has provided the type of services described in City of Charleston 16-P015R. During 2015, PSSC served 110 customers, including State, County and City government, Universities and Colleges, private communities, hospitals, and churches. Approximately one third of those customers were contracts greater than $10,000.

Thus far in 2016, PSSC has repaired sidewalk trip and fall hazards for 45 customers. These include 14 cities, 1 county, 1 housing authority, 4 college/school campuses, 21 private communities, 1 hospital, and 3 SCDOT county offices. All of these contracts provide the same type of services requested in the City of Charleston RFP 16-P015R.

As requested, the following are results from four (4) recent PSSC projects and reference contacts for each.

4.1 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

Agency/Firm Name:	SCDOT District 6, Sole Source Contract
Address:	Charleston, South Carolina
Contact Person:	Roger Bowers, RME
Telephone:	843-740-1667
Email:	BowersRC@SCDOT.org

South Carolina Department of Transportation (SCDOT) has utilized the PSSC approach in Charleston County since June of 2013. Upon completion of the 2015 project, approximately 40.02 miles of SCDOT walkways in Charleston County have been inspected and 5,802 trip and fall locations have been repaired to meet SCDOT selected specifications. All but 4% of sidewalk issues have been repairable by PSSC. Using the PSSC method of repair has saved SCDOT Charleston over $800,000 during this time.

PRIVILEGED AND CONFIDENTIAL

PRIVILEGED AND CONFIDENTIAL

[redacted]

4.2 CITY OF JACKSONVILLE, FLORIDA

Agency/Firm Name:	City of Jacksonville, Florida, Contract #9956
Address:	609 St Johns Bluff Road N Jacksonville, Florida 32225
Contact Person:	Mr. Steven Long, P.E., Chief of Right of Way and Stormwater Maintenance
Telephone:	904-630-2489
Email:	slongi@coj.net

PSSC has served the City of Jacksonville since 2007 and is contracted to provide service annually, not to exceed $296,000 per year. PSSC has inspected approximately 340 miles of sidewalk on some 400 streets in the City, and has completed 32,306 trip hazard repairs over the last 8 years. Using the City's own internal cost comparison numbers, PSSC has saved the City $3.38 million during this time compared to their previous methods of repair.

4.3 CITY OF MYRTLE BEACH, SOUTH CAROLINA

Agency/Firm Name:	City of Myrtle Beach, Piggyback of Richland County Contract
Address:	Myrtle Beach, SC
Contact Person:	Eric Norris Streets Superintendent in Public Works
Telephone:	843-918-2018
Email:	enorris@cityofmyrtlebeach.com

The City of Myrtle Beach has worked with PSSC since 2013. PSSC has repaired 3,434 trip hazards on their sidewalks since that time. Compared to typical demolition and replacement costs for cities, the City of Myrtle Beach has saved $684,833 by working with PSSC.

4.4 RICHLAND COUNTY, SOUTH CAROLINA

Agency/Firm Name:	Richland County, South Carolina, Contract #CMA-15004
Address:	Public Works 400 Powell Road Columbia, South Carolina 29203
Contact Person:	Allison Steele, PE County Engineer
Telephone:	803-576-3576
Email:	SteeleA2@rcgov.us

PSSC has repaired hazards for Richland County since 2010 and has repaired 1,677 hazards in the county. The County has saved $187,904 compared to previous methods of sidewalk repair.

PRIVILEGED AND CONFIDENTIAL

Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

EXHIBIT A

CITY OF CHARLESTON FORMS

1. **CERTIFICATE OF FAMILIARITY**
2. **MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM FORMS**
3. **AFFIDAVIT C**

Precision Sidewalk Safety Corp. IS a Woman Owned Business and we plan to use 100% of our own employees. As such, our understanding is that Affidavit A and B would not be required in our response to this RFP because we are certified by the State of Florida to be 51% woman-owned (certificate included in PSSC proposal Exhibit B). Affidavit C is submitted herein for your review. Please inform us if we have filled the forms out incorrectly.

Proposal Number: 16-P015R	**Proposals will be received until:** May 18, 2016 @ 1:00pm
Proposal Title: Horizontal Sidewalk Cutting	
Mailing Date: April 22, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Precision Sidewalk Safety Corp Company Name As registered with the IRS	Authorized Signature
303 SE 17th Street #309-122 Correspondence Address	Wendy MacMurray Printed Name
Ocala, FL 34471 City, State, Zip	Chief Executive Officer Title
wendy@precisionsidewalksafety.com Email	352-401-9090 or 877-799-6783 Telephone Number/Toll Free Also (If Available)
Remittance Address	866-669-1175 Fax Number
City, State, Zip	May 13, 2016 Date
20-523-4927 Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☒ No
If so, please provide a copy of your certificate with your response. See Exhibit B for copy of Certificate
Precision Sidewalk Safety Corp is a Certified Woman-Owned Business Is the State of Florida

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Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site [illegible] under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, [illegible]

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

X **Affidavit C – *Intent to Perform Contract with Own Workforce*,** in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Precision Sidewalk Safety Corp

Signature

May 16, 2016
Date

Wendy MacMurray
Print Name

Chief Executive Officer / Owner
Title

Witness

AFFIDAVIT A
Page 1 of 2

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[redacted]

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of Precision Sidewalk Safety Corp CEO Wendy MacMurray
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Horizontal Sidewalk Cutting Proposal Number 16-P015R contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: May 16, 2016 Name of Authorized Officer (Print/Type) Wendy MacMurray

Signature: [signature]

Title: CEO / Owner

Sworn to before me this 17 day of May, 2016
Notary Public for the State of Florida
My Commission Expires: 3/16/2018
Print Name Karen Renee Hintze Perry
Phone Number: 352-454-5441
Address: 6850 SE 147th St
Summerfield FL 34491

[signature]

Notary Seal:

KAREN RENEE HINTZE PERRY
Notary Public - State of Florida
My Comm. Expires Mar 16, 2018
Commission # FF 102056

24

EXHIBIT B – Minority Business Certificate

[redacted]

State of Florida
Minority, Women & Florida Veteran
Business Certification

Precision Sidewalk Safety Corp

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

11/05/2015 to 11/05/2017

management SERVICES
www.dms.myflorida.com

Chad Poppell, Secretary
Florida Department of Management Services

OSD

Office of Supplier Diversity • 4050 Esplanade Way, Suite 350 • Tallahassee, FL 32399 • 850-487-0915 • www.osd.dms.state.fl.us

EXHIBIT C – AUTHORIZED CORPORATION

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

PRECISION SIDEWALK SAFETY CORP,
a corporation duly organized under the laws of the state of Florida and issued a certificate of authority to transact business in South Carolina on December 10th, 2007, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 13th day of May, 2016.

Mark Hammond
Mark Hammond, Secretary of State

State of Florida
Department of State

I certify from the records of this office that PRECISION SIDEWALK SAFETY CORP. is a corporation organized under the laws of the State of Florida, filed on August 3, 2006.

The document number of this corporation is P06000101332.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of May, 2016

Ken Detzner

Secretary of State

Tracking Number: CU199687455 1

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

http://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

EXHIBIT D
INSURANCE CERTIFICATE PER RFP REQUIREMENTS

PRECISO OP ID: S9

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
Ocala Division
1720 SE 16th Avenue, Suite 301
Ocala, FL 34471-4620
Whitt Harper

CONTACT NAME: Melanie North
PHONE (AC, No, Ext): 352-732-5010 FAX (AC, No): 352-732-5344
E-MAIL ADDRESS: melanie.north@bbocala.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Monroe Guaranty Insurance Co.	
INSURER B: FCCI Insurance Company	10178
INSURER C: National Trust Insurance Co.	20141
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Precision Sidewalk
Safety Corp
303 SE 17th St #309-122
Ocala, FL 34471

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP00077049	11/12/2015	11/12/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
C	AUTOMOBILE LIABILITY			CA0014571	11/12/2015	11/12/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			UMB00059399	11/12/2015	11/12/2016	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			001WC15A60805	11/12/2015	11/12/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Horizontal Sidewalk Cutting

Fax: 843-720-3872

See page 2.

CERTIFICATE HOLDER

CITYCHA

City of Charleston
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Whitt Harper

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Precision Sidewalk Safety
Wendy MacMurray
877-799-6783 x501

[redacted]

NOTEPAD:

HOLDER CODE CITYCHA PRECIS0 PAGE 2
INSURED'S NAME Precision Sidewalk OP ID: S9 Date 05/13/2016

The City of Charleston, its officials, employees and volunteers are listed as additional insured with respects to the General Liability and Auto Liability on a primary non-contributory basis when required by written contract or agreement.
A Waiver of Subrogation is granted to the same with regards to the General Liability and Auto Liability when required by written contract or agreement.
A 30 day Notice of Cancellation except 10 days for non-payment applies to the General Liability, Auto Liability and Umbrella policies. A 45 day notice of cancellation, except 10 days for non-payment is applies to the Workers Compensation.
Umbrella Policy Follows to Form.

3b.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Karen Brack **DEPT.** Fire Department

SUBJECT: 2017 PIERCE SABER CUSTOM PUMPER TRUCKS

REQUEST: Approval to purchase two (2) each 2017 Pierce Saber Custom Pumper Trucks from Spartan Fire and Emergency Apparatus, 319 Southport Rd., Roebuck, SC 29376. Solicitation #16-P018R.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	X	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062016 Account #: 58010

Balance in Account * Amount needed for this item $1,190,280.00 KCM

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: *2016 Lease Purchase Funds.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Pumper Truck RFP
Solicitation #: 16-P018R

June 2, 2016

Firm	Scores of Scorers					Total Score
Ferrara Fire Apparatus	85	80	87	74	80	406
Seagrave Fire Apparatus	83	73	75	64	80	375
Spartan Fire (Pierce)	95	95	94	83	100	467

Gary Cox 6/2/16

Buyer Date

Ann C Jones

Witness Date

Spartan Fire and Emergency Apparatus

QUOTATION [X]

ESTIMATE [ ]

319 Southport Road, Roebuck, SC 29376
Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Charleston Fire Department
1451 King Street
Charleston, SC 29403

Date of Proposal: May 26, 2016
F.O.B.: Charleston, SC
Estimated Delivery: 9.5 - 10.5 Months
Payment Terms: Net Pymt. @ Delivery
Salesman: Alan Axson

Item	Qty.	Description	Price	Amount
1	2	2017 Pierce Saber Custom Pumper, 450 HP Cummins		
		ISL Diesel Engine, Allison EVS 3000		
		Automatic Transmission, 750 Gallon Water Tank,		
		Hale Q-MAX 1500 GPM Pump, Built in Accordance to		
		NFPA 1901 2016 Standards and as per Submitted		
		Proposal Specifications. Price Includes Performance		
		Bond and Delivery	$461,779.00	$923,558.00
2	2	Miscellaneous Loose Equipment Per Proposal Located in		
		Section # 7. Equipment Mounting Included	$133,061.00	$266,122.00
3	2	South Carolina Sales Tax	$300.00	$600.00
		** Quotation expires after 90 Days**		
			Total	$1,190,280.00

COMMITTEE / COUNCIL AGENDA

3c.)

TO: John J. Tecklenburg, Mayor

FROM: Chief Karen Brack DEPT. Fire Department

SUBJECT: 2016 FORD F-250 CREW CAB 4X4, HEAVY DUTY PICK-UP TRUCKS

REQUEST: Approval to purchase four (4) each 2016 Ford F-250 Crew Cab 4x4 Pick Up Trucks (includes platform and upfit of all required emergency equipment) from Vic Bailey Ford, PO Box 3568, Spartanburg, SC 29304. SC Contract #4400011589

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	x	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062016 Account #: 58010 KLM

Balance in Account * Amount needed for this item $277,560.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: *2016 Lease Purchase Funds.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

	VIC BAILEY FORD			
	David Vetter 864.585.3600 or 800.922.1365			
	2016 FORD F250 CREW CAB 4x4			
	PU-8: Truck, Pick Up, 4x4, 3/4 Ton, Crew Cab, Heavy Duty			
	Contract #: 4400011589			
	Standard Equipment Included:			
	6.2L V-8 Engine Power Steering			
	Automatic Transmission Power Brakes			
	A/C Power Windows and Door Locks			
	AM/ FM Radio Vinyl 40/20/40 Bench Seat			
	142" Wheel Base Heavy Duty Rubber Floor			
	Cruise Control 6.75' Bed			
	SC STATE CONTRACT PRICE:	**$29,784.00**		**$ 119,136.00**
67H	Heavy Service Suspension Package	$125.00		$ 500.00
	Standard Rear Axle (Non-Limited Slip)	-$289.00	(Deduct)	($1,156.00)
	LT245/75R17 All Season Tires In Lieu of All Terrain Tires	-$93.00	(Deduct)	($372.00)
585	AM/FM Radio w/ Single CD	$273.00		$ 1,092.00
67D	200 Amp Alternator	$75.00		$ 300.00
	Delete Electric Winch	-$1,595.00	(Deduct)	($6,380.00)
18B	Factory Cab Steps (Super Cab and Crew Cab)	$369.00		$ 1,476.00
	Painting, Decals and Front and Rear Bumper	$4,255.00		$ 17,020.00
	Light Package per Attached West Chatham Specifications *	$33,336.00		$ 133,344.00
	Spray In Bed Liner	$450.00		$ 1,800.00
	Camper Top	$1,800.00		$ 7,200.00
	Vendor Coordination Fee	$600.00		$ 2,400.00
	Sales Tax	$300.00		$ 1,200.00
	TOTAL SC STATE CONTRACT PRICE:	**$69,390.00**		**$ 277,560.00**
	TOTAL SC STATE CONTRACT PRICE 4 EACH - RACE RED EXTERIOR:	**$277,560.00**		

WEST CHATHAM WARNING DEVICES
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

* Quote

PAYMENT REMITTANCE:
2208 Gamble Rd Savannah, GA 31405
PHONE: (912) 234-2600

Customer No.: VICBAILEYFOR
Quote No.: 4684

Quote To: **VIC BAILEY FORD**
PO BOX 3568
SPARTANBURG, SC 29304

Ship To: **VIC BAILEY FORD**
501 E. DANIEL MORGAN AVE
SPARTANBURG, SC 29302

FAX NUMBER: (864) 594-6802

Date	Ship Via	F.O.B.	Terms
04/25/16	INSTALL	Origin	Net 30

Purchase Order Number	Sales Person	Quote Expires
	DENISE STEWART	06/25/16

Quantity	Item Number	Description	Unit Price	Amount
		CHARLESTON CITY FIRE DEPT F250 BENCH SEAT IN REAR **********		
1	HAV-C-TMW-F250-02	TRSCK MNT 8" WIDE 28" EXTRUSION F250+ 2011-2016	93.35	93.35
1	HAV-C-3010	30 Console 10 High complt with Mounting Brackets	372.51	372.51
2	HAV-C-CUP2-I	INTERNAL DUAL CUP HOLDER 4"	30.87	61.74
2	HAV-C-ARM-102	ARMREST EXT SIDE MT ADJ HGT	50.72	101.44
1	HAV-C-HDM-204	Pole only, Telescoping devic CONSOLE SIDE MNT COMPUTER W-SHRTHNDLE	124.22	124.22
1	HAV-C-MD-102	Swing Arm w/Motion Adapter Heavy Duty Mt DOC WILL MNT TO THIS	231.44	231.44
1	HAV-C-ADP-101	FIXED ADAPTER UNIVERSAL PLATE MNT	34.02	34.02
1		WHELEN LIBERTY II DUO WITH RED/GREEN DUO CORNERS BUILT TO SPEC WECAN SERIES LIGHTBAR	3712.59	3712.59
1	WHE-D6RRRCCC	INCLUDES BRACKET GRILL LIGHT	285.00	285.00
4	WHE-M4D	M4 LED FLASHER WHITE/RED Split Color with Clear Outer SURFACE MNT FRONT FENDER SURFACE MNT REAR FENDER	125.00	500.00
4	WHE-M4FC	M4 SERIES FLANGE CHROME Flange, Chrome.	9.00	36.00
		HG2 RUNNING BOARD LIGHTS		

Thank You

WEST CHATHAM WARNING DEVICES
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:
2208 Gamble Rd Savannah, GA 31405
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501 E. DANIEL MORGAN AVE
SPARTANBURG, SC 29302

FAX NUMBER: (864) 594-6802

Date	Ship Via	F.O.B.	Terms
04/25/16	INSTALL	Origin	Net 30

Purchase Order Number	Sales Person	Quote Expires
	DENISE STEWART	06/25/16

Quantity	Item Number	Description	Unit Price	Amount
1		RED/WHITE 72" FOR TRUCK 1 STRIP EACH SIDE EXTRA BRACKET REQUIRED	790.00	790.00
2	WHE-LINSV2R	LINZ6 V SERIES COMBO, RED 180 WARNING/PUDDLE LIGHT UNDER MIRROR LIGHTS	130.00	260.00
1	WHE-295SLSA6	295SLSA6 Siren/Light control SIREN/SWITCH CONTROLLER	299.00	299.00
2	WHE-SA315P	Speaker 100 watt WITH SAK 1 BRACKETS	125.00	250.00
2	WHE-VTX609R	VERTEX RED REAR TAILLIGHTS	62.50	125.00
2	WHE-VTX609C	VERTEX LED WHITE FRONT LED LIGHTS	62.50	125.00
2	WHE-TIR3GR	TIR3 GREY HOUSING RED LED 01-066A942-50 TIR3 FOR TAG BKT REAR OF THE TRUCK AT TAG	35.00	70.00
1	WHE-RBKT7	VERT MNT LICENSE PLATE BRKT FOR 2 TIR3/LIN3/LINZ6	12.70	12.70
1		KUSSMAUL AUTO EJECT WITH ON BOARD CHARGER INCLUDES COVER 50-02-1104 RED COVER	950.00	950.00
3	TES-372675	17' COAX W/MINI UHF LOOSE CONNECTOR NEW COAX FOR CUSTOMER SUPPLIED RADIOS/CUST SUPPLIED ANTENNA	25.00	75.00
1	GAM-7170-0248	F110 TABCRUZER FOR GETAC WITH LIND POWER SUPPLY	464.00	464.00
		GETAC TABLET SPECS		

Thank You

WEST CHATHAM WARNING DEVICES
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:
2208 Gamble Rd Savannah, GA 31405
PHONE: (912) 234-2600

Customer No.: VICBAILEYFOR
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PO BOX 3568
SPARTANBURG, SC 29304

Ship To: **VIC BAILEY FORD**
501 E. DANIEL MORGAN AVE
SPARTANBURG, SC 29302

FAX NUMBER: (864) 594-6802

Date	Ship Via	F.O.B.	Terms
04/25/16	INSTALL	Origin	Net 30

Purchase Order Number	Sales Person	Quote Expires
	DENISE STEWART	06/25/16

Quantity	Item Number	Description	Unit Price	Amount
1		SAME AS ST ANDREWS PSD	2515.00	2515.00
1		GETAC OFFICE DOCK FOR THE F110	350.00	350.00
1		KNOX BOX # 2651 KEY SECURE 3B WITH BLUE STROBE/AUDIT TRAIL MASTER LOCK PS-33-0270-04-15	739.00	739.00
1		CARGOGLIDE EXTENDO XL1500 SERIES STEEL 100% EXTENSION/1500 LB MAX	2250.00	2250.00
1		MULTIRAE LIGHT WITH PUMP GAS 02, NON WIRELESS WITH CHARGER/TRUCK AND DESK TOP MNT KIT	2065.00	2065.00
1		SCOTT RIT PAK III 4500 PSI WITH ALL HOSES 200954-02/804723-01	3699.00	3699.00
1		RADEYE G YELLOW LABEL WITH 2 YEAR EXT WARRANTY RADEYE HOLSTER	1275.00	1275.00
1		ZOLL AED WITH BLACK CARRY BAG PLUS BATTERIES-10 PACK	1200.00	1200.00
1		MSA EVOLUTION 6000+ TIC W/QUICK TEMP HEAT SEEKER LASER POINTER WTIC TRUCK KIT-2 BATTERIES	8520.00	8520.00
1.000		LABOR TO INSTALL ABOVE EQUIPMENT WITH CUSTOMER 3 RADIOS HEADSETS	1750.00	1750.00

Thank You

WEST CHATHAM WARNING DEVICES
131 Brookside Parkway Lexington, SC 29072
PHONE: (803)520-6637 FAX: (803)520-7292

Quote

PAYMENT REMITTANCE:
2208 Gamble Rd Savannah, GA 31405
PHONE: (912) 234-2600

Customer No.: VICBAILEYFOR
Quote No.: 4684

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SPARTANBURG, SC 29304

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501 E. DANIEL MORGAN AVE
SPARTANBURG, SC 29302

FAX NUMBER: (864) 594-6802

Date	Ship Via	F.O.B.	Terms
04/25/16	INSTALL	Origin	Net 30

Purchase Order Number	Sales Person	Quote Expires
	DENISE STEWART	06/25/16

Quantity	Item Number	Description	Unit Price	Amount

Quote subtotal 33336.01

Quote total 33336.01

Thank You

COMMITTEE / COUNCIL AGENDA

3d.)

TO: John J. Tecklenburg, Mayor

FROM: Chief Karen Brack DEPT. Fire Department

SUBJECT: TWO (2) 4-STAGE AIR COMPRESSORS

REQUEST: Approval to purchase two (2) 4-Stage Air Compressors from Safe Air Systems, Inc., 210 Labrador Dr., Randleman, NC 27317. Solicitation #16-B019S

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	x	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: 210000 Account #: 58015

Balance in Account 150,900 RG Amount needed for this item $85,192.21

Does this document need to be recorded at the RMC's Office? Yes [ ] No [ ]

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

FIRE DEPT.

DATE: MAY 18, 2016

SOL.#16-B019S
4 STAGE AIR COMPRESSOR

BUYER: CHENETTE L. SINGLETON

	BIDDER	BIDDER	BIDDER	BIDDER
COMPANY NAME	Safe Air System, Inc.			
COMPANY REP./ EMAIL	David Spaers			
PHONE NUMBER	336-674-0749			
MINORITY	No			

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
2 ea	MINI-UNICUS 13 CFM 6KPSI 10HP Bauer Mini-Unicus All-In-One SCBA Recharging System configured for 13.0 scfm, 6000 psig, 4-stage compressor	$37,837.00	$75,674.00						
2 ea	GAGES/4 STG Mounted Interstage Pressure Gauges	-0-	-0-						
2 ea	MU/MNR-29/CAL CO Monitor w/Calibration Kit	-0-	-0-						
2 ea	RF/REG Panel Mounted Regulated Remote Fill Outlet	-0-	-0-						
2 ea	59X0502-QC Fill Adapter with 6KPSI Quick Disconnect	$185.00	$370.00						
2 ea	50-BA025-3E Breathing Air Hose, 25'	$287.00	$574.00						
2 ea	2 Airtest Single Grade 1989 (08)	$104.00	$208.00						
2 lot	2 year System Warranty; 5 Year Compressor Block Warranty	-0-	-0-						
	Sub-Total	$38,413.00	$76,826.00						
	Shipping	$800.00	$1,600.00						
	8.5% Tax		$6,666.21						
	Labor		$2,100.00						
1 ea	Trade-In of a 1994 Eagle Cadet Compressor, Model #BAP10FK1, Serial #43148401		($2,000.00)						
	Total		$85,192.21						

BUYER: Chenette Singleton

WITNESS: [illegible]

COMMITTEE / COUNCIL AGENDA

3e.)

TO: John J. Tecklenburg, Mayor

FROM: Robert Somerville DEPT. Traffic & Transportation

SUBJECT: CREDIT CARD OPTION FOR SINGLE SPACE PARKING METER MECHANISMS

REQUEST: Approval to establish a contract for the Credit Card Option for Single Space Parking Meter Mechanisms & Software from Duncan Parking Technologies, Inc., 316 N. Milwaukee St., Ste. 202, Milwaukee, WI 53202. Solicitation #15-P037R.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel				
Cap. Proj. Cmte. Chair				
Traffic & Transportation	X			
Procurement Director	X			

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 73/022045 Account #: 52022 KCM

Balance in Account $343,000 Amount needed for this item $342,978.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharam

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Ranking-Sheet

Credit Card Option for Single Space Parking Meter Mechanism and Software RFP

Solicitation #: 15-P037R

March 23, 2016

Firm	Scores of Scorers						Total Score
CivicSmart/Duncan	1	1	1	1	1	1	6
IPS Group	2	3	2	2	2	2	13
POM	3	2	3	3	3	3	17

Buyer — Date: 3/23/16

Witness — Date: 3/23/16

Score-Sheet

Credit Card Option Single Space Parking Meter Mechanism and Software
Solicitation #: 15-P037R

February 18, 2016

Firm	Scores of Scorers							Total Score
Cale America	66	69	44	49	44	80		352
Duncan/CivicSmart	75	81	83	90	76	95		500
IPS Group	74	79	83	75	71	93		475
MacKay Meters	68	66	43	49	57	90		373
PassPort	8	35	42	90	40	90		245
POM, Inc.	77	77	80	83	78	90		485

Robert B. Rohn 2/18/16

Buyer Date

Gary Cory 2/18/16

Witness Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND DUNCAN PARKING TECHNOLOGIES, INC. (DPTI) FOR CREDIT CARD OPTION FOR SINGLE SPACE PARKING METER MECHANISMS AND SOFTWARE

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Duncan Parking Technologies, Inc. (DPTI) (hereinafter referred to as "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Credit Card Option for Single Space Parking Meter Mechanisms and Software in accordance with Solicitation #15-P040R and any and all addenda. All attachments and exhibits listed below shall be incorporated herein:

Exhibit A: Solicitation #15-P037R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation #15-P037R
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal Response (the "Work")
Exhibit E: Contractor's Pricing Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional goods and/or services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

5. The Contractor agrees to send any and all reports of services performed by the Contractor to the City on a regular basis and to the agreed upon City Representative.

6. If for any reason the Contractor will have to use a different meter, the Contractor agrees to replace the meters for the City at no cost to the City.

§2. CONTRACT TERM

The Pilot Program will be for a period of sixty (60) days beginning when the City issues the First (1st) Notice to Proceed to the Contractor. During the pilot program, Contractor will receive credit card processing fees and no other compensation of any nature from the City. Upon completion of the Pilot Program, if the City chooses to enter into a contract, the initial term of this Agreement shall be for a period of three (3) years from the date of the issuance of the Second (2nd) Notice to Proceed from the City to the Contractor. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension shall not exceed two (2) additional three (3) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $342,978.00 (Three Hundred and Forty-Two Thousand Nine Hundred and Seventy-Eight Dollars and Zero Cents) per year for goods and/or services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms will be Net 30 days. Payment shall be made after materials have been delivered to the City by the Contractor and the materials have been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Accounts Payable (PO Box 853, Charleston, SC 29402) located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the Term or any agreement extensions. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the Work covered by the Agreement and provided by the Contractor are to be the most suitable models for the purpose intended. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and

information respecting the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor contemplated incorporating in the Work. Machinery, equipment, material and supplies used without the required prior approval of the City may be at the risk of subsequent rejection by the City.

C. Contractor warrants to have represented that its staff is knowledgeable about, and experienced in providing the materials specified in the Work required under this Agreement and warrants that it will use its best skill and attention to provide the above described Work in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractors will be used for this project, the Contractor shall provide to the Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B. The Contractor shall not substitute other Subcontractors without the written consent of the Director of Procurement.

C. Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a casual relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or

indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are attached hereto and incorporated herein as Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of the Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under the Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To: City of Charleston

John J. Tecklenburg
Mayor
City of Charleston
PO Box 304
Charleston, SC 29402

To: Duncan Parking Technologies, Inc.

Michael Nickolaus
CEO
Duncan Parking Technologies, Inc.
316 N. Milwaukee St., Ste. 202
Milwaukee, WI 53202

With copies to:

Legal Department
City of Charleston
50 Broad Street
Charleston, SC 29401

Procurement Division
City of Charleston
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director will make all change orders to the Agreement in writing. The City of Charleston shall ***not*** be bound to any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties hereto and all previous negotiations leading thereto. It may be modified only by written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction. Contractor shall provide a copy of their valid City of Charleston Business License upon the signing of this Agreement.

§16. PUBLICITY RELEASES

Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, only the name of the City, type and duration of Contract may be used and then only with the prior approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. Contractor further agrees to indemnify the City in accordance with Section 6 above if Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of the contract that is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If contractor is a non-South Carolina company, the City will withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed in herein.

Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____	_____
Name	John J. Tecklenburg Mayor
Date: _____	Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

Balu Subramanya	Michael C Nickolaus
Name	Michael Nickolaus CEO
Date: June 9, 2016	Date: June 9, 2016

_____
Name

Date: June 9, 2016

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 15-P037R	**Proposals will be received until:** January 20, 2016 @ 12:00pm
Proposal Title: Credit Card Option for Single Space Parking Meter Mechanism & Software	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in writing no later than **1:00 p.m. on January 5, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS
    A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any

program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the

Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS
During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT
A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) Final approval may rest with members of the City Council for the City of Charleston.

E) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED
A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed

by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default

of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project.

The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

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

43. DRUG-FREE WORKPLACE:
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING
Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret

or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

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

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement

with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of one hundred fifty (150) calendar days.

65. TERM
The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

NO PROPOSAL RESPONSE FORM

Proposal Number: 15-P037R	**Proposals will be received until:** January 20, 2016 @ 12:00pm
Proposal Title: Credit Card Option for Single Space Parking Meter Mechanism & Software	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 15-P037R	**Proposals will be received until:** January 20, 2016 @ 12:00pm
Proposal Title: Credit Card Option for Single Space Parking Meter Mechanism & Software	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C – *Intent to Perform Contract with Own Workforce*, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.**

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name/Title	Witness

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***

- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

- o 5. Attended any pre-solicitation meetings scheduled by the City.

- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***

- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____, I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20___.
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____

Notary Public for the State of _____
Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

Ihereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____
_____

Notary Seal:

GENERAL INFORMATION

The City is soliciting proposals from vendors that can provide a Credit Card Option for Single Space Parking Meter Mechanisms and Software.

The proposed solution shall provide the City the following benefits:

- Advanced operation functionality
- Improved communication
- Enhanced diagnostics
- Improved user interface
- Enhanced enforcement application

PROCUREMENT PROCESS

This solicitation is an RFP *(Request for Proposal)* is not an IFB *(Invitation for Bid)*. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett-Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on January 5, 2016.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be

deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(January 20, 2016 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) Unbound Original and six (6) Bound Copies of the Proposal are required for submission, plus one (1) electronic (Flash Drive or CD) copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All proposals should be clearly marked **"15-P037R – Credit Card Option for Single Space Parking Meter Mechanisms and Software"**
b) All proposals must be submitted in a sealed envelope. All pricing information should be in a separate envelope clearly marked "**Cost Proposal**". The pricing envelope should be placed with the proposals in one envelope marked **"15-P037R – Credit Card Option for Single Space Parking Meter Mechanisms and Software"**
c) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 15-P037R.**
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on January 20, 2016. Late proposals will not be accepted.**
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this RFP requiring signature must be included in the proposal.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit

- Any Addenda

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. If the Evaluation and Selection Committee requires additional information from the Offerors, that request will come from Procurement.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted or all reasonably-qualified Offerors may be required to come in for an interview/presentation and an on-site inspection.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP. Each response to this RFP will be subject to the same review and assessment process and will be evaluated on the criteria below. Preference will be given to organizations that can provide all of these services under one contract arrangement with single-source invoicing.

- **Ability to meet (and/or exceed) functional requirements** – Compliance to functional requirements, technical competency, ease of use, compliance with published standards and specifications, warranty, and innovative solutions.
- **Resources** – Key software development resources, key support resources, locations of support staff, experience of key resources, leadership in industry, participation of key resources in applicable industry standards development and research. The availability and experience of the proposed software development and support resources. Proximity and availability of support resources to assist City Staff or address issues.
- **Firm Qualifications** – Software development experience, availability of resources, number of local field deployments, documented software development procedures. The offeror's experience in successfully developing and supporting software packages, commitment of key resources, and responses from references.
- **References** – A minimum of four (4) organizations that similar services and items have been provided to. Include Organization name, Point of Contract, Phone Number and Email Address.
- **Training and Support Program** – Comprehensive training and support programs, documentation, on-site and remote support, help menus. The extent to which the offeror provides comprehensive training and support programs. The completeness and ease of use of software documentation and help menus.
- **Company History and Stability** – A summary of the history of the company and documentation of the stability of the company.
- **Organization and Approach to Proposal Submission** – Company's approach and ability to clearly show information requested in the Request for Proposal.
- **Cost** – The total cost (itemized) of the mechanism, software, including warranty and support services over the life of the contract.

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last five (5) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

SCOPE OF WORK AND SPECIFICATIONS

This solicitation is to select an Offeror that can provide the credit card payment option for the single space parking meter mechanisms and software to our existing on-street single space parking meter locations. The Offeror will need to provide associated software systems that will conduct audits, determine and monitor utilization, track maintenance, and revenue collected. The City currently maintains approximately 1700 meters.

The City currently uses the T2 Parking Management platform to enforce parking. We plan to use iPad tablets in 2016 as our mobile device. The new parking meter mechanism should be able to communicate expired spaces, dysfunctional and other information to officer via the iPad. The software systems must be compatible and integration is preferred.

The City currently has Duncan Housing. The meters need to fit all existing housings preferably single space mechanisms. The current housing model numbers are: 70-76, 80, 90, and 95 Duncan Models.

The City intends to perform a trial period of the short-listed vendor(s) selected after evaluation of the proposals. The trial period may be for a period of ninety (90) days for approximately 40-50 meters to test. Upon receipt for all reports and evaluation of the usage, the City will then select a Vendor to negotiate a contract.

In addition to the general requirement of the proposal, each Offeror must include the following SEVEN sections:

1. **SUMMARY**
   This should be a short synopsis of the significant points in the proposal including a summary of the proposed functionality and a description of the capabilities of the Offeror. At a minimum, the summary should include the following:

   - Name of proposed software
   - List of key staff
   - Software's non-compliance to minimum requirements – list any minimum
   - List of desired features currently provided by the proposed software
   - List of additional software features not described in the RFP specifications

2. **FIRM BACKGROUND AND EXPERIENCE**
   At a minimum, this section should address the following:

   - Firm History
   - Relevant Experience of Principals and Senior Staff both with current firm and previous firms
   - Description of products and services provided
   - Software development experience of staff who will be assigned to the project
   - Involvement in current and prior development and deployment of leading edge credit card option single space parking meter mechanism and software technology
   - Quality assurance/quality control procedures

3. **OVERVIEW OF THE PROJECT**

This section should include the following information:

- Summary of the entire project
- Highlight Software Functionality and Key Features.
- Description of any exceptions to the Minimum Software Requirement and Provider Responsibilities
- Any exceptions to General Project Requirements
- Description of software upgrade process on the software for the credit card option for single space parking meter mechanism
- Description of Training Program for the software and mechanism
- Description of Support Program for the software and mechanism
- Description of software development process, including formal testing of the credit card option for single space parking meter mechanism
- Statement of compliance to warranty requirements

4. **SCHEDULE**

Offerors should provide a proposed schedule for delivery of the Credit Card Payment Option for Single Space Parking Meter Mechanisms and Software. The schedule should include proposed durations for the planning, design, and implementation tasks for any software development required to meet the minimum requirements of this RFP.

5. **SAMPLE LICENSE AGREEMENT**

Offerors should include their standard software license agreement of the Credit Card Payment Option of Single Space Parking Meter Mechanisms and Software for the City to review.

6. **PRICE PROPOSAL**

Offerors should submit the pricing proposal in a separate tab.

7. **REFERENCES**

Offerors should provide a minimum of three (3) references for the assigned staff containing the following information:

- Agency name
- Contact name
- Contact Address
- Contact telephone number
- Contact Email address

PROJECT MINIMUM REQUIREMENTS

SOFTWARE MINIMUM REQUIREMENTS

- Fully Integrated software platform that monitors payments, utilization of spaces, dysfunctional mechanism, and reconciliation of revenue
- Prefer Single Space parking but MAY CONSIDER pay-stations in some locations
- Wireless credit card payments at mechanism

- Multiple set-up of time-limits and payment options based on location in the City of Charleston
- Ability to change rates and time limits remotely
- Application compatible with iPad for Parking Enforcement

The proposed software should meet all minimum requirements before final acceptance by the City. Offerors may propose software that does not meet all the minimum requirements, but must commit to meeting all minimum requirements and provide a detailed approach and schedule for meeting all minimum requirements. All costs associated with meeting the minimum functional requirements contained in this RFP are the responsibility of the Offeror.

Desirable requirements are those that the City does not require at this time but may elect to implement during the life cycle of the software. Offerors, in their proposal, shall discuss their understanding of each desired requirement and provide an approach to implementing the desired feature into their proposed software. A cost estimate for implementing each desired feature shall be provided in the pricing submittal.

PROVIDER RESPONSIBILITIES

A single Offeror will be selected to provide the software and services presented in this RFP, and that the Offeror shall, when issues are identified with the software, testing, implementation, operation, and/or services provided under the awarded contract be able to provide the required response as described in this specification. The selected Offeror is solely responsible for the successful completion of the project.

The selected Offeror will be responsible for successfully completing the following tasks:

- Provide experienced staff
- Conduct initial installation and testing of the credit card payment option for single space parking meter mechanism and software
- Developing software acceptance test plan(s)
- Participate in software testing as described in this RFP
- Provide comprehensive training to City staff
- Support and maintain the mechanism and software throughout the life of the project
- Provide and maintain documentation for the mechanism and software

FIRM EXPERIENCE

Offerors must demonstrate that they possess the breadth and depth of knowledge, skill, formal processes and experience to deliver the required mechanism and software. Proposed staffing must include experts in all the required fields to successfully complete the project. Offerors must demonstrate their experience in successfully providing, maintaining, and supporting the credit card payment option for single space meter mechanism and software. Experience may be as the current Offeror.

To qualify for this procurement, Offerors should have successfully developed and deployed software for the credit card payment option for single space parking meter mechanisms.

Offerors should provide a summary of projects where the proposed credit card payment option for single space parking meter mechanism and software has been deployed. All project experience include in the Proposal should be specific to the staff proposed for the project with the roles of the key staff identified. Each project summary should include the following information:

- Agency name
- Number of deployed locations
- Hardware platform
- Project start and completion dates
- Key staff assigned to the project

Offerors should identify in their proposal any participation/leadership roles in applicable standards development or research efforts.

PRICING AND COMPENSATION

All Offerors shall provide a detailed, itemized pricing proposal.

All Offerors must be able to legally conduct business in the State of South Carolina.

Proposal pricing shall be adequate to cover all expenses related to compliance with all requirements of this specification. Unless otherwise indicated, the City requires the Offeror to pay all related costs.

The credit card payment option for single space parking meter mechanism and software license cost shall be inclusive of all licensing fees, development of acceptance test plans, any development cost to meet minimum requirements as specified in the RFP, and provide information on current warranty plan for the credit card payment option for single space parking meter mechanism and software.

The maintenance and support agreement cost shall be inclusive of all costs associated with the warranty. The Offeror shall identify on their Pricing Proposal, any proposed escalation of the annual maintenance and support agreement during the project life.

Desirable features are additional functionality that the City may elect, during the life of the project, to implement in the selected credit card payment option for single space parking meter mechanism and software. The cost for desirable features shall include all costs associated with the following:

- Implementation – programming, testing, documentation
- Acceptance testing
- Deployment
- Training

WARRANTY

The warranty period, should include the initial warranty period plus any extensions of the warranty through the execution or renewal of a maintenance and service contract.

The Offeror should warranty the software for fitness of purpose and against all defects (bugs) for a period of thirty-six (36) months (initial warranty period) following final acceptance of the software by the City.

- The City may extend the initial warranty period if, in the opinion of the City, the identified defect causes delays to the City's field implementation. The extension of the initial warranty period shall be equal to the number of days that the City's implementation plan is delayed.

In the event that the City identifies defects in the software during the warranty period, the Offeror shall provide, in writing and within ten (10) working days, a proposed solution and schedule for fixing the defect.

The Offeror shall maintain a formal problem reporting, tracking, and resolution systems during the warranty period. The system, at a minimum, shall provide the following:

- Problem reporting process (i.e. telephone, email, web based direct entry)
- Specific description of problem, proposed and actual schedule of correcting problem, proposed solution
- Accessibility by the City to view all outstanding issues associated with the software regardless of identifying Agency.
- The Offeror shall take all appropriate actions to resolve the problem as quickly as possible.
- The Offeror shall provide monthly written status reports on the resolution of all defects.

During the initial warranty period only, the City shall be entitled to a full refund of the cost of the software if the software fails to comply with the requirements of this RFP and the Offeror is unable to rectify the problem to the satisfaction of the City.

The Offeror shall maintain the software throughout the warranty period. Software maintenance shall include, but not be limited to the following:

- Provide the City with maintenance updates are required.
- Maintain/upgrade the software so that it remains relevant to parking industry needs, processes and standards
- Implement changes requested by the City. Changes requested by the City and implemented will be charged separately.

The Offeror shall provide support to the City during the warranty period to achieve the following:

- Maximize the use of the software
- Assist in troubleshooting or configuration problems
- Provide additional training
- Updated Documentation

Software support shall include the following:

- Access to a technical knowledge base including, but not limited to, special user groups, software user's newsletters, advanced documentation, and software developers
- On-site support
- Helpdesk

The Offeror shall provide software upgrades as described in this RFP to the City during the warranty period.

The Offeror shall provide support to the City for the integration of the parking meter mechanism software.

GENERAL PROJECT REQUIREMENTS

1. **FAILURE TO MAINTAIN AND SUPPORT**
   If, in the opinion of the City, the Offeror or its successor fails to maintain and/or support the selected mechanism during the contract term, the City may elect to implementation any of the following options:

   - Require that the Offeror provide an alternate parking meter mechanism option that meets or exceeds the functionality of the City's current software and/or option, the Offeror shall be required to demonstrate that the new package meets all requirements by repeating the acceptance tests. If the City selects this option, the Offeror shall be responsible for all costs incurred by the City to replace the mechanism. These costs include, but are not limited to, staff costs related to replacing the existing mechanism in the field, any additional site license costs, and customization of that mechanism to have the functionality of the City's unsupported mechanisms, labor costs including testing and programming, and integration with the T2 system. If the City elects to hire a consultant to support this effort, the consultants cost shall also be the responsibility of the Offeror.

   - Select from a different Offeror a new package that meets or exceeds the City's current software functionality. If the City selects this option, the Offeror shall be responsible for all costs to the City to purchase and install the new software. These costs include, but are not limited to, the purchase of new software, customization of that software to have the functionality of the City's unsupported software, labor costs including testing and programming. If the City elects to hire a consultant to support this effort, the consultants cost shall also be the responsibility of the Offeror.

   If the Offeror ceases to be in business and does not sell the rights to the software, the City shall become the owner of the software. The Offeror shall provide all source code and documentation to the City.

2. **MAINTENANCE AND SUPPORT AGREEMENT**
   The Offeror will provide detailed information on how you will provide maintenance and support to the City for the mechanisms and software offered.

3. **SOFTWARE UPGRADES**
The Offeror will provide detailed information how the software upgrades at no additional cost to the City as well as any other documentation that will be provided to the City.

4. **SOFTWARE LICENSE**
The City shall receive a non-exclusive, non-transferable, perpetual and irrevocable license, which grants the City the right to use and copy the selected mechanism software. Such license shall grant the City the right to use the software, for the purpose of credit card payment option for single space parking meter mechanism within the corporate limits of the City or other locations that will be operated and maintained by the City which may be established for the purpose of the credit card payment option for the single space parking meters.

The Offeror shall provide in their Proposal, a sample of their proposed license agreement for City review.

5. **TESTING**
The City's testing is based on reports from the trial period.

6. **TRAINING & SUPPORT**
The selected Offeror shall provide a minimum of sixteen (16) hours of training on the software following deployment of the software, and within the initial warranty period. The City will make the determination as to how many hours will be for training and how many will be for support.

Training shall be tailored for the specific audience (i.e. management, and field technicians) to be trained. City shall provide the course focus for each training session. The vendor shall tailor each course in accordance with the desired focus provided by the City.

The selected Offeror shall provide continued support after completion of training for (duration).

7. **DOCUMENTATION**
The selected Offeror shall provide the following documentation:

- User manuals
- Installation Guide

All documentation shall be provided in electronic format.

- All documentation shall be formatted and indexed with full search capabilities.

The selected Offeror shall grant the City the right to reproduce unlimited quantities of any generic and custom documentation for use by the City and its users.

The Offeror shall provide new documentation with all parking meter mechanism software upgrades and at any other time that the documentation becomes obsolete or does not represent current procedures or accurate information.

8. ADDITIONAL FEATURES

Offerors should discuss any functionality that their proposed software provides over and above, or in addition to the minimum requirements based on the current housing the City currently has and will be included at no additional cost.

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms and check the applicable affidavit box?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid/RFP and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested, as requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-proposal conference or a question & answer period, raise your questions during this time.** Please read the RFP carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. **You do not need to return this checklist with your response.**

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

Addendum #1

T: (843) 724-7312
F:(843) 720-3872

Date: January 13, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer r
Subject: Solicitation #15-P037R – Credit Card Payment Option for Single Space Parking Meter Mechanism and Software RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

1. The due date for this solicitation has changed from January 20, 2016 to February 2, 2016. The time due remains at 12:00 pm.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Offeror	Title
Authorized Representative	Date

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Addendum #1 Questions & Answers

T: (843) 724-7312
F:(843) 720-3872

Date: January 20, 2016
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #15-P037R –Credit Card Option for Single Space Parking Meters RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

I. Questions and Answers:

Q-1 There does not seem to be a quantity specified in this RFP? Can you please advise.

A-1 That information can be found on page 30, last sentence of the first paragraph.

Q-2 It appears it may be a multi-year contract? Is this so?

A-2 Yes. We intend to replace all the meters over 1 or 2 years. The software agreement would be multi-year agreement (not to exceed 5 years).

Q-3 How many units are anticipated for purchase for year 1, year 2, etc.?

A-3 The anticipated purchase is approximately 567 units per year.

Q-4 Can you please tell me how to address the specification of offering a Flash Drive with contents, with the pricing page offered separately?

A-4 Include the pricing page as a separate document on the flash drive.

Q-5 If I were considered to be brought in as a Consultant by the City, I notice it says the Offeror would be responsible for any Consultant fees. Does the City of Charleston already have consultants in mind on this regard, and if not, what is the process other than registering as Vendor in South Carolina?

A-5 There are no consultants in mind for this project.

Q-6 Is the City able to provide further detail on what is expected for the expired space notification requirement on page 30: "The new parking mechanism should be able to communicate expired spaces"?

A-6 This is an enforcement application that can tell if a metered space is occupied and or if a meter is paid or in violation for not paying. We have seen software that communicates directly to the meters either using sensors or other devices to tell if the meter space is occupied, paid or in violation.

Q-7 What credit processing services does the Vendor need to integrate with during the trial?

A-7 The City uses several and we are unsure of which one for this system at this time.

Q-8 Following the January 20th proposal submittal, what is the intended installation date once vendors have been selected for trial? And are there any consequences should a vendor not be able to meet that date?

A-8 That date is to be determined.

Q-9 Post-trial, what is the intended deployment schedule?

A-9 We have no schedule yet.

Q-10 If the Vendor plans to perform the work themselves (and complete Affidavit C), do they also need to complete Affidavit A pages 1 and 2?

A-10 They do not. Just please check Affidavit C on page 19 and complete the bottom portion.

Q-11 Both a 24-month warranty (p. 13 section 58) and a 36-month warranty (p. 33 under warranty) are mentioned. Which is preferred?

A-11 Please provide your best warranty available.

Q-12 One of the selection criteria is financial stability. Is the City requesting Financial Statements?

A-12 We just ask that you provide information noting the stability of your organization.

Q-13 What credit card internet payment gateway is the City using today?

A-13 The City uses several internet payment gateways.

Q-14 **Page 5, 24. "Notice to Proceed – A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds…"**

Can the City confirm if performance and payment bonds are required for this project? If yes, what are the requirements of the bond?

A-14 We will ask for a Performance Bond of the awarded vendor.

Q-15 **Page 30, Scope of Work and Specifications – "The City currently has Duncan Housing. The meters need to fit all existing housings preferably single space mechanisms. The current housing model numbers are: 70-76, 80, 90, and 95 Duncan Models.**

Would it be possible to provide a breakdown by quantity for each housing model number?

A-15 Model #70 – 388 single and 1 double
Model #76 – 259 single and 98 double
Model #80 – 3 single and 0 double
Model #90 – 78 single and 268 double
Model #95 – 20 single and 38 double

**Models 80 and 95 are all cast-iron housings.*

Q-16 **Could the City please advise how many copies of the separate Cost Proposal are required to be submitted?**

A-16 No more than 1 copy of the cost proposal is required.

Q-17 **Could the City please advise which type(s) of meter mechanisms are currently in use?**

A-17 The City currently uses Park-O-Meter APM-E.

Respondent shall acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

_____	_____
Offeror	Title
_____	_____
Authorized Representative	Date

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

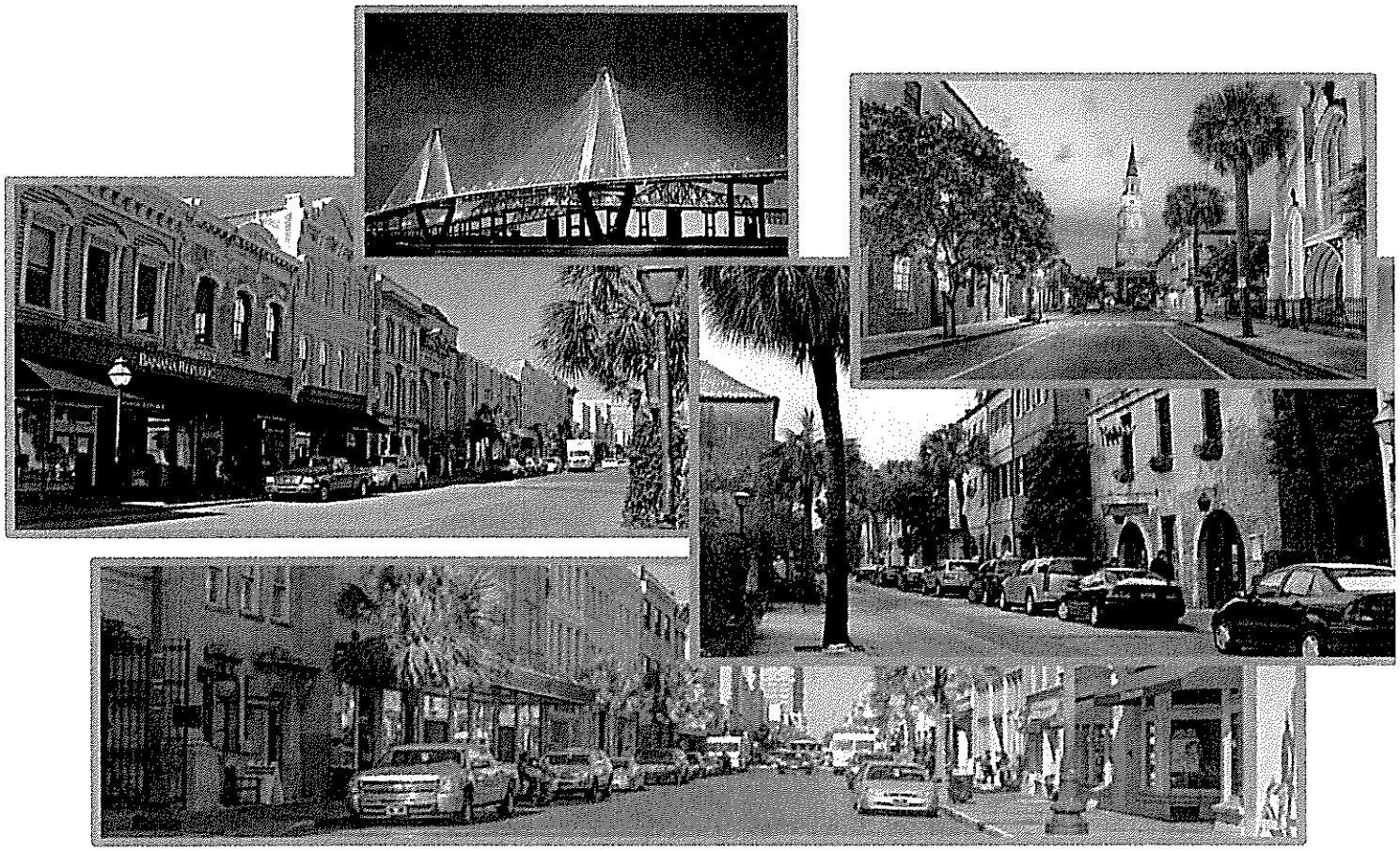
I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D
Technical Proposal

The City of Charleston, SC



Response to Request for Proposal #15-P037R for

Credit Card Option for Single-Space Parking Meter Mechanism & Software

Due: Tuesday, February 2nd, 2016 at 12:00pm (EST)

COPY

CivicSma

Portions of this proposal contain valuable and protected information, ideas, know-how, concepts, processes and trade secrets that are the sole property of CivicSmart, Inc. and its affiliates, which includes Duncan Parking Technologies, Inc. This protected data, which is marked within this proposal in **black text with gray highlighting**, shall not be disclosed outside the proposal evaluation team and shall not be duplicated, used or disclosed in whole or in part for any purpose except the procurement process related to the subject Request for Proposals (RFP).

Release of confidential information may place CivicSmart, Inc. in serious and irreparable competitive disadvantage in future procurements by providing our competitors with sensitive, confidential and proprietary information that would be unavailable to any third party but for the disclosure of this proposal. In the event that a third party makes a request for disclosure, please notify CivicSmart, Inc. immediately in writing, so that we may have the opportunity to participate in any disclosure discussions and decisions.

This response is presented by
Duncan Parking Technologies, Inc.
a wholly owned and controlled subsidiary of CivicSmart, Inc.

For simplicity, we routinely refer to our company as
"CivicSmart."

CivicSmart

January 29th, 2016

Robin Robinson, Senior Buyer
City of Charleston Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Subject: RFP #15-P037R for Credit Card Option for Single-Space Parking Meter Mechanism & Software

Ms. Robinson,

Thank you for allowing CivicSmart, Inc. ("CivicSmart") to propose how we can help the City of Charleston ("City") upgrade its parking meter technology. Enclosed is our response to your RFP for the Credit Card Option for Single-Space Parking Mechanisms & Software. In conformance with the RFP, we are submitting one (1) unbound original, six (6) bound copies, and one (1) electronic copy.

CivicSmart, Inc., is a technology services and engineering company that specializes in developing and delivering innovative parking and transportation offerings. Combined with the proven technologies, systems, and resources of Duncan Parking Technologies, Inc., through a recent acquisition, CivicSmart has developed patented technologies that align with the vision of parking managers and municipal leaders around the world. Our fundamental business is to provide parking equipment and systems that help municipalities get the most revenue out of their investment, and our proposal to the City of Charleston is designed to offer a simple and tested solution that will consistently produce needed revenues with the lowest total cost of ownership.

The primary contact person at CivicSmart is:

Brad Magee
SVP, Sales & Client Services
Phone: (480) 510-1557
Email: BMagee@CivicSmart.com

As the President of CivicSmart, I am authorized by the Board of Directors to make representations and legally bind the company to any subsequent agreement for this opportunity. We appreciate your consideration of our Proposal and look forward to an opportunity to discuss the ideas, products and services described in this document with you further.

Sincerely,

Michael Nickolaus
President & CEO

CivicSmart

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1. Summary

CivicSmart** is proposing our Liberty Single-Space Meter with credit card acceptance to provide the City of Charleston with **cutting edge parking technology.** Built to last, **the Liberty offers the durability and reliability** that our clients have come to know and trust, with the advanced technological features that **make managing a parking program easier.

Affordable, real time credit card acceptance at a single space meter is a relatively new addition to the world of on-street parking. Navigating the myriad features and costs of implementing this new technology can seem overwhelming. With the number of stakeholders a parking program manager has to consider, many factors must be considered before a final choice is made.

For many of our clients, upgrading their traditional single space meter inventory was a big step in their parking program, but with the experience and expertise provided by CivicSmart, we were able to seamlessly navigate the upgrade from procurement to full implementation.

Purchasing single space meter mechanisms with credit card acceptance isn't just about buying a product—it is about developing a partnership with a company that has the industry expertise and experience to help make the parking program operate smoothly and gain motorist appreciation.

Highlights

- **Design features take into considersation the convenience and operability of all end users**
- Enhanced reporting capabilities are the best in the industry, delivering the data needed to **efficiently analyze the City's parking program**
- By partnering with CivicSmart, the City opens the doors to **more efficient data management**
- **The Liberty complements the streetscape**, bringing classic appeal to historic and modern neighborhoods
- CivicSmart has the **experience to effectively implement** the City's parking program while providing **innovative products with ingenious design**

Here are 6 key reasons why we believe we are best suited for the City's parking meter modernization project.

1. Meter designed to meet the needs of all users
2. Streamlined Installation Process
3. Enhanced Reporting Capabilities
4. Total cost of ownership demonstrates best value
5. CivicSmart's Experience in the Parking Industry
6. Demonstrated resilience in inclement weather

Meter designed to meet the needs of all users

For most people, the "user" of a parking meter is the motorist. Certainly, the motorist is the one who interacts with the meter the most frequently, and who must provide payment to the meter. But focusing on the motorist and the motorist alone is a pitfall. Just as important as the ease with which a motorist can pay for parking is the efficiency of enforcing the meters, the number of times it must be repaired, the timing and need for collections, and the important administrative support it takes to keep it all going.

CivicSmart recognizes all of these players as key users of a parking meter, and have designed our Liberty to meet the needs of every end-user.

Motorists

Motorists have come to be the most familiar, and the most comfortable, with a single-space parking meter, but need payment flexibility to use more than just coins. The Liberty can accept payments from Visa, MasterCard, American Express and Discover debit and credit cards; smart cards; up to 16 types of coins and tokens; and pay-by-mobile. It has a keypad with four simple buttons that are completely intuitive to the motorist. The display is clear, easy-to-read, and can be programmed in many different languages.

Ease of Use

Intuitive and self-navigable, motorists can quickly make payment without delay.

Enforcement Staff

Single-space meters tend to be more efficient to enforce, and the Liberty even more so. The rear-display was designed to easily spot expired meters from a distance. LED lights flash different colors indicating meter status, and in the dark, can be spotted from up to 85 feet away. Additionally, Liberty meter payment status may be accessed from enforcement personnel via a handheld device or a PDA.

Meter Technicians

An inoperable parking meter loses revenue. CivicSmart recognizes that the quicker a parking meter is operating again, the quicker the City is back to earning revenue on its investment. If a meter becomes inoperable, a signal and/or email alert is sent to the Parking Enterprise Management System with the location of the meter and the nature of the problem. The technician is thus prepared before being dispatched with the best tools for the job. Minor repairs, such as replacing a battery or clearing a coin jam, can be done quickly right in the field. Otherwise, the technician simply swaps out the old

mechanism for a replacement. Our proprietary Datakey preserves the information from the old mechanism for a quick and easy transfer to the new mechanism.

Parking Administrators

The Parking Enterprise Management System (PEMS) is a powerful reporting and analytic tool that administrators can use to manage their parking program for maximum efficiency and revenues. Information can be gleaned anywhere from a high-level overview of statistics and averages of the parking program as a whole to individual meter occupancy on any given day. The Liberty can also be easily reprogrammed to a different rate. The Liberty supports multiple rate platforms and individual meters can be adjusted accordingly. Because the rate is displayed on the meter itself, rate plates need not be reprinted.

2 Streamlined Installation Process

CivicSmart has developed processes and procedures ensuring streamlined, efficient installation of meters for projects large and small. While single-space credit card meters are a relatively new addition to the market, paying by credit card at the meter is not. Through our wholly owned subsidiary Duncan Parking Technologies, Inc., we have over 15 years of experience setting up credit card payments beginning with our multi-space meters.

With thousands of meters installed in dozens of locations across the United States, we have significantly improved our installation and implementation techniques for the Liberty meter in projects of the size and scope of the City of Charleston, such as:

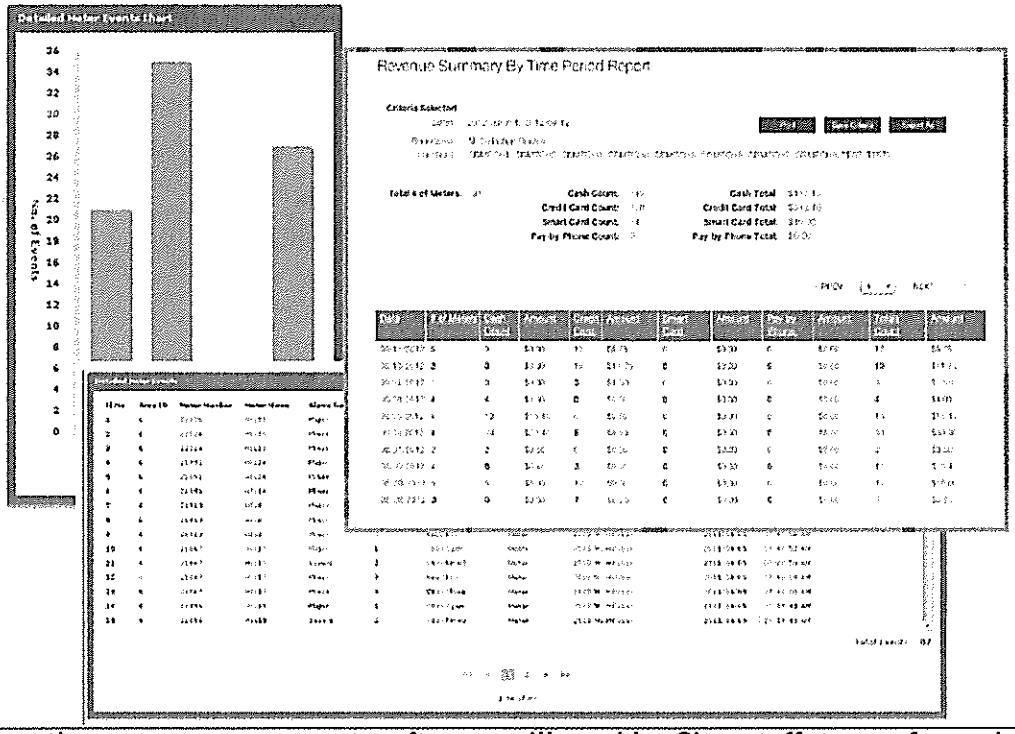
- 1,700 Liberty meters in Anchorage, Alaska
- 1,500 Liberty meters in Lincoln, Nebraska
- 600 Liberty meters in Chattanooga, Tenn.
- 300 Liberty meters in Spokane, Wash.
- 1,700 Liberty meters in Evanston, Il
- 1,400 Liberty meters in El Paso, Texas
- 700 Liberty meters in Atlanta, Georgia
- 300 Liberty meters in Corpus Christi, Texas

3 Enhanced Reporting Capabilities

One of CivicSmart's goals during the development of the Liberty was to design and implement the tools that program administrators need to effectively manage their parking programs. With wireless communications to advanced meter management software, reports can be run and analyzed with near real time capability.

With rate changes made in the meter, instead of using rate plates and other signage, administrators can now program meters with complex and variable rate structures, choosing the price of parking based on time of day, amount of time purchased, location, special events or holidays.

Sample Reports



CivicSmart's meter management software will enable City staff to perform detailed analysis on the City's parking program, driving informed administrative decisions.

Not only does this serve to effectively manage and maximize City revenue, it creates significant advantages to the citizens and the local economy. With these tools in place, the City has the opportunity to manage space turnover, increasing traffic to local businesses while reducing the number of citizens circling the block looking for a parking space.

Enhanced reporting capabilities can lead to better parking management, which benefits citizens, business owners, and the City's budget alike.

4 Total cost of ownership demonstrates best value

Implementing new technology involves a myriad of aspects to consider, with price being one of the most significant. CivicSmart understands the importance of the bottom line to a municipality, who is in charge of not only balancing tight budgets, but in being responsible stewards of tax-payer dollars, as well. When purchasing a printer, for example, the inexpensive option upfront becomes a huge expense if the refill toner is costly.

In this same way, some vendors may charge less for meters, but make up for it with high monthly fees. Or keep these costs low while providing a lackluster warranty. CivicSmart evaluates all costs across the

board and provides a responsible bid that represents the best value over the multi-year lifespan of the meters.

CivicSmart designs products and services that make managing a parking program easier. We keep in mind key factors like usability, reliability, and durability, while ensuring motorist acceptance. The enhanced management tools that come standard with our products further drives the ultimate value of the Liberty: a better parking program at a respectable price.

5 CivicSmart's Experience in the Parking Industry

CivicSmart's parking meters are a staple across the United States, and indeed, in over 60 countries. We have served over 2,000 clients with parking equipment, products, and services.

The cornerstone to our success is using the knowledge gained from our past and combining it with the latest in innovations to create the best parking products. Our products stand the test of time in every sense of the phrase—they are durable, have classic aesthetic appeal, and are user-friendly for any generation.

When designing new products, this base of knowledge is used to guide our forward movements. We pursue the technological advances that serve as the best value for our clients to increase revenue, convenience, and customer service. Our careful design, vigorous quality control measures, and focus on customer care are reflected in our products.

We have been installing meters with credit card acceptance for over 15 years, establishing smooth processes for full implementation of real time, wireless processing and analytic capabilities. Our expertise is demonstrated with such large-scale installations as 1,700 Liberty meters for the City of Anchorage, Alaska, 700 Liberty meters for the City of Atlanta, Georgia, 600 Liberty meters for the City of Chattanooga, Tennessee, and 300 Liberty meters in Corpus Christi, Texas.

CivicSmart has the experience and expertise to effectively manage the City's parking meter replacement project.

6 Demonstrated resilience in inclement weather

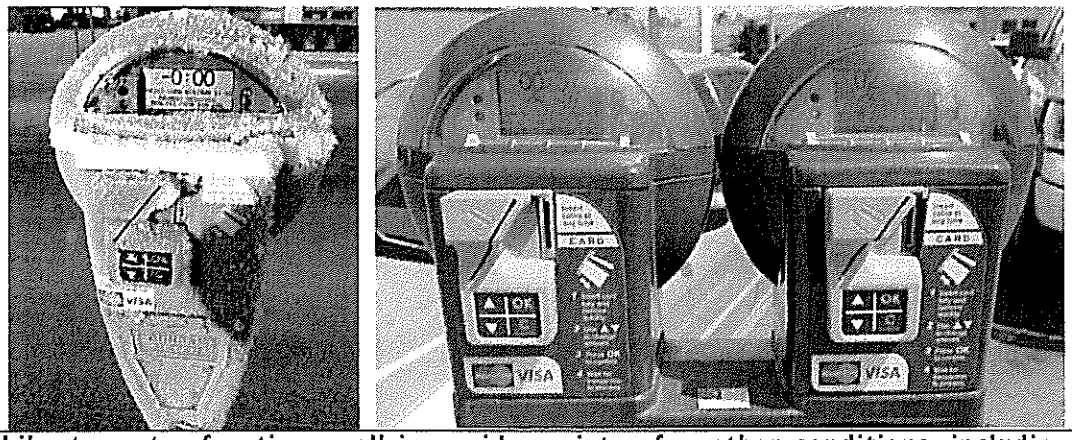
Weather may not be the first thing that comes to mind when considering which parking meter to choose, but having meters that operate in all weather conditions is of top importance. The Liberty benefits from key design elements to prevent malfunction due to extreme heat and precipitation of any type.

CivicSmart has designed the Liberty to withstand almost any condition imaginable, including humidity, snow, sleet, ran, road grime, street vibrations and extreme temperature variations from -40°F (-40°C) to 185 °F (85°C).

Not only has the Liberty gone through a full array of tests to ensure they will stand up to the elements, their performance on street proves their durability, as well. From climates as diverse as Alaska to Texas, and the harsh ocean-front air found in Carolina Beach, North Carolina, our meters demonstrate supreme endurance to whatever weather is thrown at them.

CivicSmart installs traditional upper domes that have proven to maintain a high-standard of security and weather resistance. With these, there is a tight seal that does not allow moisture to get in and fog up dome lenses.

From Sub-Zero Weather in Anchorage, Alaska to the Scorching Sun in Corpus Christi, Texas



Our Liberty meter functions well in a wide variety of weather conditions, including sub-zero weather as pictured in Anchorage, Alaska to the scorching sun in Corpus Christi, Texas. The display is still visible and the meter is functioning well, despite the sun beating down on the Liberty.

Conclusion

With this procurement, the City has an opportunity to not only provide increased customer convenience with their parking meter products, but also to put the tools in place to give greater analytical capabilities across their parking program. CivicSmart represents the best option because of our reliable, thoughtfully designed products; excellent reporting capabilities to provide the data for better decision making; and experience in ensuring parking programs are made easier.

1.1 Name of Proposed Software

Just as important to the management of an efficient and effective parking program as the meters on the street is the software system that supports them. Our Liberty meters thrive with the Parking Enterprise Management System (PEMS), the powerful backend system that provides comprehensive meter management in a user-friendly environment. Our PEMS backend software system will serve as

the solution for comprehensive reporting, ongoing management functionality, diagnostic services, and to provide the ability to remotely manage, access, and modify meter programming.

PEMS was designed so that parking program operators and their staff could have access to a wealth of information about their program. This means it integrates data from a variety of sources, including CivicSmart and web-based third-party applications. Additionally, PEMS is built on an open-architecture platform that makes it possible to build interfaces with most third-party parking systems and to act as a centralized parking asset management system. This will enable City users to access and report data on meters from a unified source.

PEMS is fully hosted by CivicSmart in a safe and secure environment. Completely web-based, our PEMS solution allows City staff remote system access via a browser on mobile devices such as netbooks, laptops, current iPad tablets and smartphone devices through their device browser.

1.2 Key Staff

There is no substitute for experience. That is why our proposed team for the City's parking program is led by seasoned professionals with extensive experience implementing and servicing similar programs. Our core project team brings a full complement of specialty and key skills that will make the City's program successful, including:

- Technical project management
- Implementation management
- Systems Integration with related parking management tools and technologies for optimal parking program efficiency
- Maintenance and support

Experience and knowledge drives our organizational structure, roles and responsibilities, allowing for the successful and uninterrupted delivery of accurate, effective parking systems and services. As such, we have carefully assessed the capabilities and capacity of our staff, and have identified the following key personnel for the City's implementation and ongoing operations.

CivicSmart's Key Staff for Charleston		
Brad Magee *Account Manager*	• Primary contact • Overall leadership for contract management and client satisfaction	Mr. Magee has more than 20 years' experience in technological, operational and management roles in the parking industry, and has extensive experience in implementation and performance improvement, policies, strategies, administration, organization and business operations. In his role as Account Manager, Mr. Magee will serve as the primary contact for the City and will work hand-in-hand to help increase program performance through the utilization of the most appropriate tools and technologies and the development of custom solutions.
Kirk Joseph *General Support Lead*	• Application Support • Hardware Support	Mr. Joseph is a dedicated customer support specialist who brings an extensive career of operations management, customer training, and overall customer support. Mr. Joseph will act as the City's first point of contact for service and help desk support

Sriram Somanchi *Director of Application Development*	• Server Development • Application Development	A seasoned developer, Mr. Somanchi has been with Duncan Parking Technologies since 2009 as our Director of Software Applications. He has over 14 years of progressive experience in software engineering, programming, development and team management. Mr. Somanchi is the owner of several patents and has a MS in Computer and Information Sciences.
Balu Subramanya *Founder/Chief Technology Officer*	• Program Implementation • Ongoing Program Oversight and Direction	Mr. Subramanya is the Founder and Chief Technology Officer of CivicSmart, and has broad technology and transportation industry experience. Mr. Subramanya's career has been dedicated to enhancing products and data systems, and Mr. Subramanya has developed an acute acumen for advanced technologies and data management systems including wireless and embedded devices, Internet of Things technologies, software architecture and design, and urban parking and traffic management systems. Mr. Subramanya holds multiple patents for parking technologies, including vehicle detection sensors.
Alan Wright *Director of Product Engineering*	• System Configuration and Development	Mr. Wright is a senior software engineer, programmer, and technical analyst, and has been a key architect of Duncan Parking Technologies' product platforms for almost two and a half decades. Over the course of his 30-plus year career, he has developed broad experience and expertise in programming and software engineering.

1.3 Software's Non-Compliance to Minimum Requirements

CivicSmart understands that the City is seeking software with the minimum requirements as follows:

- Fully integrated software platform that monitors payments, utilization of spaces, dysfunctional mechanisms, and reconciliation of revenue
- Prefer single space parking but may consider pay-stations in some locations
- Wireless credit card payments at mechanism
- Multiple set-up of time-limits and payment options based on location in the City
- Ability to change rates and time limits remotely
- Application compatible with iPad for parking enforcement

Our Parking Enterprise Management System (PEMS) software solution, in conjunction with our Liberty meter mechanisms, will meet or exceed all of the City's requirements.

Additionally, if the City should desire pay-stations in some locations, CivicSmart is willing to collaborate with our trustworthy and capable partner, Parkeon. For more information on this option, please see proposal section 9.1 Parkeon StradaPAL.

1.4 Desired Features Currently Provided by Proposed Software

Our PEMS software solution is built on an open-architecture platform that makes it possible to build interfaces with most third-party parking systems and to act as a centralized parking asset management system. This will enable City users to access and report data on meters from a unified source, including the ability to conduct audits, to determine and monitor meter use, and to track maintenance tasks, as well as revenue collected. Additionally, meter configuration, updates, rate changes, and display programming can all happen through PEMS. Two-way, wireless communications allows remote updates of meter software, configuration, and rate programming.

A brief overview of the features within PEMS is provided in the following table.

PEMS Functionality	
Functional Area	**Features**
Real Time Meter Status Monitoring	• Real-time reporting of meter status information including transactions, occupancy, etc. • Critical operational failure data or alarms are transmitted immediately upon failure occurring • Alarms sent via SMS text or email
Meter Configuration Management	• Remote updates to rates, rate structure, displayed message text, etc.
Asset Maintenance	• Online fault/alert reporting and routing • Fault/alert categorization and histories • Equipment operability and performance metrics • Fault/revenue impact correlations
Performance Management	• Maintenance services such as frequency of visit and time to repair fault • Enforcement services such as number of inspections/visits • Cash collection services such as frequency of collections
Revenue Management	• Revenue trend reporting • Audit • Payment method breakdowns • Statistical Reporting

1.5 Additional Software Features Not Described in RFP Specifications

PEMS comes packed with a full suite of real time and historic reporting, allowing the City to look at their parking program from multiple angles, from the performance of all meters to the performance of a single meter. All payments received at the mechanism, including coins, credit card, smart card, and pay-by-cell, may be optionally reported to PEMS to enable wireless enforcement data. This may be displayed on a handheld device or PDA, increasing enforcement efficiency.

Real-Time Monitoring

Designated City personnel will have access to real-time alarms and status reporting for system monitoring and maintenance. In addition to these alarms being available through PEMS, they can also be sent via email or text to selected personnel, facilitating even faster maintenance and increasing meter uptime.

PEMS Alarms	
Alarm	**Description**
Alarm On	Alarms are immediately signaled, showing the time of occurrence and the SSM machine number
Low Battery	Low battery or has experienced battery failure
Coin Jam/ Malfunction	Coin Jam
Card Jam/ Malfunction	Card Jam
Coin Vault Full	Coin Vault full or almost full.
Tampering	Tampering
Alarm Record	Record of alarms maintained, including transmission of any repeated messages that may indicate possible problems with the system
Alarm Distribution	Alarms may be sent as text messages to cell phone of field staff to alert for items such as meter malfunction, full coin box, etc.

For monitoring non-alarm items and events, PEMS provides a real-time status monitoring feature that reports meter status information including transactions, occupancy, coin level, battery voltage, and solar charging status.

Real-Time Reporting

All management reports are available through the web-based PEMS and can be accessed by authorized users from any computer with an internet connection and standard web browser.

Our PEMS system has a robust reporting mechanism that allows clients real-time and historic access to the data needed to effectively manage their parking program. The data presented in these reports can be segmented in myriad ways, including transaction date and time, payment method, rate, meter number, and credit card type. Essentially, this provides the City with unlimited report and data capabilities.

A list of our standard management reports is provided below.

PEMS Reports	
Name	**Description**
Special Reporting Tools	
Ad Hoc Reports	Select data sources to create ad hoc, custom reports
Collection Routes Reports	View data regarding collection routes
Standard Reports	
Credit Card Reconciliation	Final report of credit card transactions by batch.
Total Income Summary	Summary of income by meter.
Daily Financial Summary	Summary of income types by meter.
Current Meter Amounts	Amounts in Meter since last collection.
Occupancy Rate Report Summary	Calculates and display the occupancy rate and average turnover rate by area
Customer Payment Transaction List	Displays every transaction that occurred within the given time frame
Collection Run Reconciliation Summary Report	Displays income data aggregated by collection run from all sources (meter, cashbox chip and cashbox docking station) for a given date
Active Alarms	Alarms currently Active across all assets.
Historical Alarms	Alarms that have been resolved.
Sensor Attribute Status Exceptions Summary	Displays a list of attribute status, software version, configuration version for meter and sensor assets.
Asset Operational Status Reports	Displays associated information for asset operational
Asset Status History Report	Dashboard based report. It will display the four most relevant fields for each of the six data categories
Meter Uptime and Status Report	Displays meter uptime by space demand type for a given time period.
Maintenance Events	List of maintenance events.
Asset Fault Analysis Report	Displays a list of assets which have reported fault conditions
Asset Event List	List of all events from any asset

1.5.1 Additional Technological Product Offerings

As a company that specializes in innovative "Smart City" technologies, CivicSmart pursues technological advances that offer the best value for our clients to increase revenue, convenience, and customer service, and our proven technologies consistently produce program-sustaining revenues with the lowest total cost of ownership.

As such, if the City should desire an additional technological approach to advance its parking program, our proven solutions can provide ultimate functionality both now and into the future.

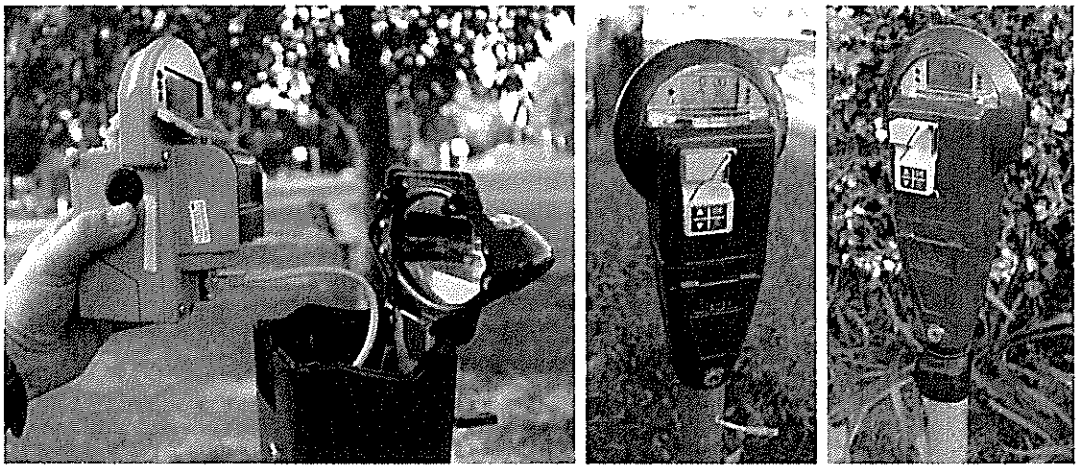
Vehicle Detection Sensors

Vehicle sensors add an additional layer to a parking management program, propelling potential occupancy data into accurate, real time data with the ability to provide 99.7% accuracy within 30 seconds of a vehicle entering or leaving a space. This accuracy is immune to such environmental factors as the temperature, passing or adjacent vehicles, or electromagnetic interference. Integrating sensors into the parking program leads to a number of advantages, including more effective program management, potential integration with apps to help people find a parking space, more efficient enforcement, and meter time reset when an individual vacates a parking space.

The integrated sensor provides several advantages over roadway or curb-mounted sensors when used with single space meters. There is no coring or gluing required with the integrated sensor. The unit is easily installed onto existing meter poles—being the most cost-effective solution and allowing future access if the sensor ever needs to be replaced. The sensor works with the meter mechanism, drawing off of its power source and wireless communications network, and is integrated with meter payments to allow resetting of the meter if the City so chooses.

In addition to pole-mounted sensors that work with the Liberty, CivicSmart offers sensors for non-metered areas, giving the City access to accurate occupation data to analyze usage, enforce time limits, and more.

Pole-Mounted Vehicle Sensors



Our sensors are directly wired to the meter, sharing the same power and communications system.

Benefits of our sensors include:

- 99.7% overall accuracy of vehicle and motorcycle detection
- Reduced installation cost over subterranean sensors
- Sensors can be relocated—street closures, repaving, removing meters, sensor would be more beneficial somewhere else
- No ordinance changes required
- Work with CivicSmart's Liberty meters

Accuracy in sensors is extremely important. Other companies' sensors typically utilize magnetic detection technology, which generally provides a 90% rate of accuracy, which is a 10% rate of inaccuracy. CivicSmart's sensor is not a magnetic sensor. We use radar sensing technology that is 99.7% accurate—a mere .03% rate of inaccuracy. But it's not just the *rate* of inaccuracy that counts, but the *type* of inaccuracy that counts.

Magnetic Sensors Provided by Competitors

- 90% accuracy rate = **10% failure rate**
- Prone to false negative readings
- A false negative reading means that the sensor thinks a car isn't there when it really is.
- The effect: Remaining time is zeroed out and vehicles are ticketed unfairly.

CivicSmart's Sensors

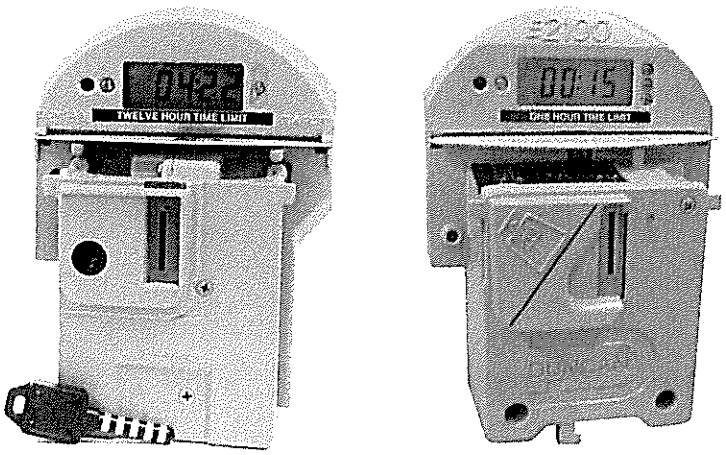
- 99.7% accuracy rate = .03% failure rate
- Prone to false positive readings
- A false positive reading means the sensor thinks a car is there when it really is not.
- The effect: Basically nothing. An enforcement officer may go to ticket a vehicle that's not there.

Retrofit Sensor Modules

For the last few years, "smart parking" has meant replacing your current meter mechanisms with new equipment, even if your current equipment is operating fine. The increased cost of this replacement equipment, combined with the heavy transaction fees associated with credit card processing, has often meant increased meter rates to justify the investment.

CivicSmart's CSpark retrofit sensor modules are designed to make your parking program "smart" at a fraction of the cost of alternatives while eliminating the need to raise meter rates. Through a combination of a vehicle detection sensor and wireless communications technology, our CSpark sensor modules are able to retrofit directly to your existing Duncan coin-only single space meters to seamlessly transform them into "smart meters."

CivicSmart's CSpark Retrofit Sensor Module



Our innovative CSpark module seamlessly transforms your existing Duncan coin-only single-space meters into "smart meters."

Our CSpark sensor modules provide longevity for your existing investment by extending equipment life and effectively modernizing your parking meter technology; increasing motorist compliance and satisfaction through real-time mobile payment options and showing available spaces through parking guidance systems; improving meter uptime by providing operations staff with real-time meter status information; enhancing vehicle turnover and citation productivity by providing enforcement staff with insights into parking behaviors and violator locations; and enlightening parking program managers by providing comprehensive real-time and historical data about occupancy status, payments, and meter performance.

2. Firm Background and Experience

CivicSmart is a technology services and engineering company that specializes in developing and delivering innovative parking and transportation offerings, and we provide these "Smart City" technologies through our wholly owned subsidiary Duncan Parking Technologies, Inc.

Our fundamental business is to provide parking equipment and systems that help municipalities get the most revenue out of their investment. We have been installing parking meters with credit card acceptance for over 15 years, establishing smooth processes for full implementation of real time, wireless processing and analytic capabilities. In North America, we currently serve over 2,000 cities and other local government agencies with parking equipment and services. Our expertise is demonstrated with such large-scale installations as 1,600 Liberty meters for the City of Anchorage, Alaska, 600 Liberty meters for the City of Chattanooga, Tennessee, and 1,400 Liberty meters for the City of El Paso, Texas.

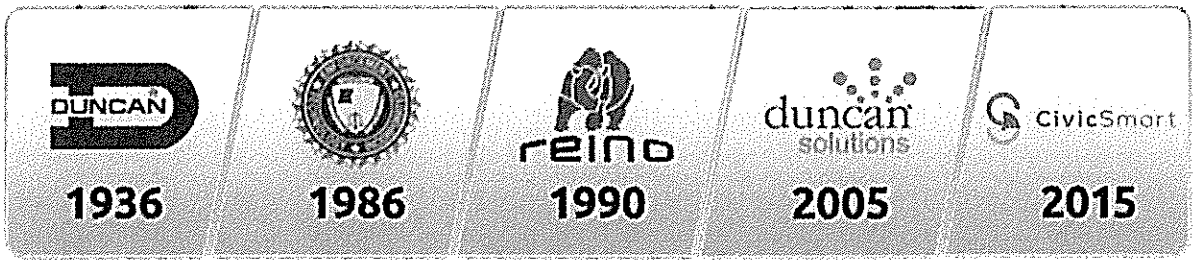
We pursue technological advances that offer the best value for our clients to increase revenue, convenience, and customer service, and our proven technologies consistently produce program-sustaining revenues with the lowest total cost of ownership.

2.1 Firm History

Duncan Parking Technologies has a rich history in the parking business, dating back almost 80 years to one of the earliest models of parking meters manufactured. Since 1936, Duncan Parking Technologies has delivered, implemented, and supported parking meter solutions for government agencies of all shapes and sizes around the world. In North America, we currently serve over 2,000 cities and other local government agencies with parking equipment and services, and we have also deployed millions of single-space meters globally.

In 2015, Duncan Parking Technologies, Inc., was acquired by CivicSmart, Inc. CivicSmart has provided engineering and product development services to Duncan Parking Technologies for years prior to this acquisition, and CivicSmart is deeply familiar with all of the acquired product platforms. Further, CivicSmart's deep understanding of on-street parking policies and operations, combined with our extensive industry partnerships, allows us to continue to help cities to develop policies and practices that align new technological solutions with industry best practices.

For the City's reference, a timeline of Duncan Parking Technologies' history is provided below.



- **1936:** Duncan Parking Technologies introduces Single-Space Meters
- **1986:** Enforcement Technology introduces the AutoCITE handheld enforcement device
- **1990:** Reino International commences Multi-Space Meter business
- **2005:** Duncan Solutions is formed by the merger of Duncan Parking Technologies, Enforcement Technology, and Reino International
- **2015:** CivicSmart acquires Duncan Parking Technologies, which includes all of Duncan's US-based parking products

2.2 Relevant Experience of Principals and Senior Staff

CivicSmart is led by highly knowledgeable parking industry experts who will provide decades of experience to guide best practices for the City's parking program both now and as the City's program continues to evolve.

Michael Nickolaus, President & CEO

Michael Nickolaus is President and CEO of CivicSmart and has extensive experience in delivering intelligent transportation systems, creating innovative public-private partnerships, and aiding the development of smart city initiatives. Mr. Nickolaus has over 27 years' experience delivering advanced transportation and parking systems to state and local government markets, including significant executive experience with ACS, Dyncorp/DynRide and Lockheed Martin. Prior to joining CivicSmart, Mr. Nickolaus served as President and CEO of Duncan Solutions, a full-service parking management company.

Mr. Nickolaus' management experience encompasses a spectrum stretching from start-ups through small and mid-size companies all the way up to divisions of multi-billion dollar corporations. Mr. Nickolaus has direct experience in managing complex operations, implementing new projects, technologies, and services, and directing the efforts of diverse business units with operations spanning the globe through strategic planning, marketing, and executive management.

In addition to holding a Bachelor of Arts in Geography and Economics from Dartmouth College, Mr. Nickolaus earned his MBA from the Wharton School of Business at the University of Pennsylvania.

Balu Subramanya, Founder & CTO

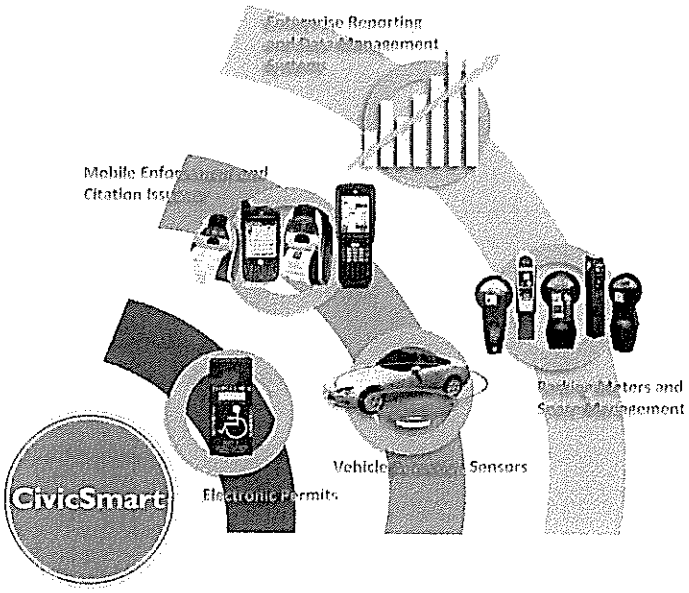
Balu Subramanya is the Founder and Chief Technology Officer of CivicSmart and has broad technology and transportation industry experience. Mr. Subramanya's career has been dedicated to enhancing products and data systems, and Mr. Subramanya has developed an acute acumen for advanced technologies and data management systems including wireless and embedded devices, Internet of Things technologies, software architecture and design, and urban parking and traffic management systems. Mr. Subramanya holds multiple patents for parking technologies, including vehicle detection sensors.

Prior to founding CivicSmart, Mr. Subramanya served as the Founder and President of both Spectrovation and Global Technology Consultants, which offer advanced technologies for commercial and municipal parking management and enforcement worldwide. Additionally, Mr. Subramanya served in a senior engineering role at Duncan Solutions, as the CTO of DynRide providing transportation management and optimization solutions, and as a Senior Manager for Scientex Corp. providing traffic management solutions. He also has significant wireless experience (Senior Systems Engineer for LCC) as well as serving as a Principal Engineer for Raytheon at NASA's Goddard Space Flight Center.

Mr. Subramanya holds a Bachelor of Science degree in Instrumentation Engineering from Bangalore University, as well as a Master's degree in Electrical Engineering-Communications and Space Sciences from Penn State University.

2.3 Products and Services Provided

CivicSmart is a leading innovator of "Smart City" parking products, technologies, and services. Our "Smart City" solutions include handheld enforcement devices, parking meters, vehicle detection sensors, electronic permits, and data management systems.



CivicSmart offers a suite of industry-leading parking technologies.

The cornerstone to our success is using the knowledge gained from our past and combining it with the latest in innovations to create the best parking products and services. When designing new products, this base of knowledge is used to guide our forward movements. We pursue the technological advances that serve as the best value for our clients to increase revenue, convenience, and customer service. Our careful design, vigorous quality control measures, and focus on customer care are reflected in our products.

Our products stand the test of time in every sense of the phrase—they are durable, have classic aesthetic appeal, and are user-friendly for any generation.

2.4 Software Development Experience

CivicSmart's software development is driven by a team of industry-leading professionals with extensive knowledge implementing, servicing, and enhancing parking programs across the country.

CivicSmart's Software Development Team	
Sriram Somanchi *Director of Application Development*	A seasoned developer, Mr. Somanchi has been with Duncan Parking Technologies since 2009 as our Director of Software Applications. Mr. Somanchi has over 14 years of progressive experience in software engineering, programming, development and team management. Mr. Somanchi is the owner of several patents and has a MS in Computer and Information Sciences.
Balu Subramanya *Founder/Chief Technology Officer*	Mr. Subramanya is the Founder and Chief Technology Officer of CivicSmart, and has broad technology and transportation industry experience. Mr. Subramanya's career has been dedicated to enhancing products and data systems, and Mr. Subramanya has developed an acute acumen for advanced technologies and data management systems including wireless and embedded devices, Internet of Things technologies, software architecture and design, and urban parking and traffic management systems. Mr. Subramanya holds multiple patents for parking technologies, including vehicle detection sensors.
Alan Wright *Director of Product Engineering*	Mr. Wright is a senior software engineer, programmer, and technical analyst, and has been a key architect of Duncan Parking Technologies' product platforms for almost two and a half decades. Over the course of his 30-plus year career, Mr. Wright has developed broad experience and expertise in programming and software engineering.

2.5 Involvement in Current and Prior Development and Deployment

Our clients enthusiastically endorse our work, and we offer the following client references as validation of our involvement in current and prior single space parking meter mechanism and software technology development and deployment.

City of Chattanooga, Tennessee

	Key Project Data	**Implementation:** 2012 **Solution Elements:** • 600 Liberty single-space meters • Retrofit into existing POM and Duncan housings • Credit card & smart card acceptance • Pay-by-cell • PEM wireless management system

CARTA is the Chattanooga Area Regional Transportation Authority, operating a fleet of fixed route and paratransit (Care-A-Van) buses, the Incline Railway and the downtown electric shuttle system. CARTA also sets policy for and manages (or subcontracts the management of) the City of Chattanooga's parking system, including on-street parking meters, surface parking lots, and parking garages.

On March 28th, 2012, CARTA, the Chattanooga Area Regional Transportation Authority, requested proposals for the purchase of 600 single space credit card enabled parking meters. CARTA was looking for turnkey meters with credit card acceptance capability, PCI-compliant credit card processing, wireless real time communication, and solar-power.

Currently, in the on street sector, CARTA has a mix of Duncan Parking Technologies Eagle 2100, and Duncan Parking Technologies CK single-space meter mechanisms with Duncan housings, and several Luke multi-space meters. These single space on street meters accept a preloaded "chip card" provided through Duncan Parking Technologies. All single-space meters accept coins. Each multi-space meter accepts coin, notes, as well as Visa and MasterCard. The CARTA staff is responsible for ordering, installing, maintaining, monitoring and enforcing all on street meters and metered spaces. All revenues from parking transactions and enforcement fines are retained by CARTA and used to support an effective on street parking program.

Contact	Brent Matthews
Title	Parking Director
Address	1617 Wilcox Boulevard Chattanooga, TN 37406
Phone	(423) 424-1316
Email	BrentMatthews@gocarta.org

City of Corpus Christi, Texas

	Key Project Data	**Contract Start:** 2012 **Solution Elements:** • 300 Liberty single-space meters • 200 CK and Eagle 2100 single-space meters • Meter management software • Wireless credit card acceptance

Corpus Christi, TX is a city with a population of 287,000, and an area population of 403,000. Parking Control is a division of the Corpus Christi Police Department that manages and regulates approximately 1,425 metered and 300 unmetered parking spaces in the downtown area. Prior to their upgrade, in the on-street sector, Parking Control had a mix of Duncan Parking Technologies Eagle 2100, and Duncan Parking Technologies CK single space meter mechanisms with Duncan housings, and three Duncan Parking Technologies VM multi-space meters in pay–by-space mode.

In 2011, 62% of the meters were mechanical meters over 25 years old. In the fiscal 2012 year we began replacing those mechanical meters with Duncan Parking Technologies Eagle 2100's and concluded the upgrade with 300 Liberty credit card meters, replacing the remaining mechanicals in high volume parking areas.

Parking Control awarded their on-street meter upgrade in September 2011 to Duncan Parking Technologies. This program commenced in October, 2011 and was completed in July 2012.

Contact	Marc Denson
Title	Parking Control Supervisor
Address	Corpus Christi Police Department 514 San Rankin Corpus Christi, TX 78401
Phone	(361) 826-3003
Email	MarcusD@cctexas.com

City of El Paso, Texas

	Key Project Data	**Implementation:** 2012 **Solution Elements:** • Liberty single-space meters • Eagle single-space meters • VM Pay-by-Space multi-space meters • Pay-by-cell service

The City of El Paso has been a Duncan Parking Technologies customer for over 60 years. In 2012, the City purchased and installed Duncan Parking Technologies VM (Pay-by-Space) multi-space meters and IPS single-space meters as part of an on-street test to determine best way to upgrade their on-street parking program. After this test and two separate procurements, the City awarded a contract to Duncan Parking Technologies to provide 1400 Liberty meters and 400 vehicle detection sensors. The VM, Liberty and existing Eagle 2100 meters accept the City of El Paso Smart Card, provided by Duncan Parking Technologies.

Contact	Paul Stresow
Title	Director of International Bridges
Address	1001 S. Stanton St. El Paso, TX 79901
Phone	(915) 533-7428, ext. 12
Email	StresowP@ElPasoTexas.gov

City of Walnut Creek, California

	Key Project Data	**Client Since:** 1993 **Solution Elements:** • Citation issuance devices and software • Liberty single-space meters

The City of Walnut Creek has been a Duncan Parking Technologies customer for parking citation issuance hardware and software for over 20 years. In 2015, the City reached out to Duncan Parking Technologies looking for turnkey meters with credit card acceptance capability, PCI-compliant credit card processing, wireless real time communication, and solar-power to test against their existing IPS single-space meters. Following this test, the City chose Duncan Parking Technologies' to upgrade their existing on-street parking equipment, and we are currently in negotiation to implement 1500 Liberty meters.

Contact	Karlan Larson
Title	Traffic Control Supervisor
Address	Walnut Creek City Hall 1666 N. Main St. Walnut Creek, CA 94596
Phone	(925) 943-5899 ext. 2443
Email	KLarson@Walnut-Creek.org

2.6 Quality Assurance and Quality Control Procedures

CivicSmart understands that quality is the cornerstone for the success of our clients. In addition to manufacturing our products in an ISO 9001-certified environment, we adhere to strict quality control guidelines and procedures that ensure total compliance to rigid specifications.

For example, CivicSmart employs thorough security testing to protect our client's information. We perform additional security testing after each major software revision and have security assessors, such as PCI, review our products for compliance. Internally, we perform vulnerability tests monthly, after every new patch is applied to our servers. Firewall rules are audited every 6 months internally, as well as daily checks to make sure all anti-virus software is up to date on our servers.

Our credit card data transmission meets the highest standards of Payment Card Industry (PCI) Data Security, and our Liberty meter mechanism is fully validated by the Payment Application Data Security Standard (PA-DSS). In addition, Duncan Parking Technologies is listed as valid service provider for both the VISA Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection Program (SDP). Our certification follows below.

PCI-DSS Level 1 Certification

Certificate of Compliance

Payment Card Industry Data Security Standard

This is to certify that the company below has completed a PCI DSS Level One onsite assessment and was validated by SecurityMetrics against the PCI Data Security Standards (version 3.0) endorsed by Visa, MasterCard, American Express, and other leading card brands. A Report On Compliance (ROC) was issued by a Qualified Security Assessor (QSA) for the following

Duncan Solutions

DBA Duncan Parking Technologies

Level One Service Provider

Report On Compliance: June 12, 2015

Conditions of Issuing:

[illegible]

Brandon Benson

Brandon Benson - Security Analyst
CISSP QSA, PCPE QSA

6/12/2015
Date

securityMETRICS

We adhere to the strictest of security standards to ensure cardholder information is protected and safe.

PA-DSS Certification

Single Space Liberty Meter

Version #: 1.0 App Type: POS Kiosk Target Market: Municipalities or any parking vendor Reference #: 13-07.00881.001 Tested Platforms/Operating Systems: Proprietary Operating System Service Pack/Build/Version: 5.2.6	Validated According to PA-DSS *(PA-DSS v2.0)*	Acceptable for New Deployments	18 Mar 2016	28 Oct 2016	SecurityMetrics, Inc.

Description Provided by Vendor: The Single Space Liberty Meter is a parking meter that accepts payments using credit cards. Payments are processed through the Duncan Solutions payment gateway, a PCI DSS validated environment. The meter communicates with the Duncan environment using the AT&T cellular network. All communication between the Duncan Solutions environment and the meter is encrypted by an SSL

VISA CISP Certification

VISA

Visa Global Registry of Service Providers

Search for specific service providers using a variety of filters. Simply use the select boxes below to narrow your search. You can search by Company Name, Validation Type, Location Country and State, Region of Operation, Services, Assessor or Validation date range.

MARCH 19, 2015

SEARCH CRITERIA

Sort Results Company

COMPANY	SERVICE PROVIDER TYPE	VALIDATION TYPE	SERVICES	EXPAND ALL	VALID THROUGH DATE	ASSESSOR	REGION OF OPERATION
Duncan Solutions DBA Duncan Parking Technologies	AGENT	PCI DSS	PCI DSS Services		Jun 30, 2015	SecurityMetrics, Inc.	U.S. CAN

M USA

1 Records Found

Select Download Type

Page 5 of 1

MasterCard SDP Certification

The MasterCard Compliant Service Provider List

A company's name appears on this Compliant Service Provider List if (i) MasterCard has received a copy of an Attestation of Compliance (AOC) by a Qualified Security Assessor (QSA) reflecting validation of the company being PCI DSS compliant and (ii) MasterCard records reflect the company is registered as a Service Provider by one or more MasterCard Customers. The date of the AOC and the name of the QSA are also provided. Each AOC is valid for one year. MasterCard receives copies of AOCs from various sources.

This Compliant Service Provider List is provided solely for the convenience of MasterCard Customers and any Customer that relies upon or otherwise uses this Compliant Service Provider list does so at the Customer's sole risk. While MasterCard endeavors to keep the list current as of the date set forth in the footer, MasterCard disclaims any and all warranties of any kind, including any warranty of accuracy or completeness or fitness for any particular purpose. MasterCard disclaims any and all liability of any nature relating to or arising in connection with the use of or reliance on the Compliant Service Provider List or any part thereof. Each MasterCard Customer is obligated to comply with MasterCard Rules and other Standards pertaining to use of a Service Provider.

As a reminder, an AOC by a QSA provides a "snapshot" of security controls in place at a point in time.

Compliant Service Provider

1-60 Days Past AOC Due Date

61-90 Days Past AOC Due Date

Service Provider Name	Region	AOC Date	Assessor
Duncan Solutions (Duncan Parking Technologies Inc.)	US	06/12/2015	SecurityMetrics

3. Overview of Project

Imminently qualified with the experience the City of Charleston needs, *CivicSmart is pleased for this opportunity to partner with the City. Our Liberty single space meter with credit card acceptance offers* ***cutting edge parking technology*** *that will deliver* ***convenience and durability while respecting the bottom line.***

Parking technology, like other technologies, has advanced rapidly over the past few years. The City of Charleston has chosen a proactive approach in upgrading their parking meters to enhance customer convenience and benefit from the reporting capabilities now offered with these products. But with so many products on the market today, it can be difficult to choose between them. The single space meters on the market today have fancy features that truly dazzle motorists and administrators alike. These flagship products may at first stand out from the competition, but upon further inspection, these products merely stand alone.

As a company that specializes in innovative "Smart City" technologies, CivicSmart is eager to partner with the City to modernize its parking program. We are a leader in the parking industry, allowing municipalities to have one vendor from which to order single space meters, and beyond that, handheld issuance devices, vehicle detection sensors, data management systems, and more. Our products do not stand alone—they are supported by a whole suite of solutions from an experienced industry expert.

In order to provide the City with an informed, experience-guided solution for parking meter implementation, CivicSmart has carefully examined the City's specifications for its parking meter program. We recognize the level of diligence with which the City's parking program is run, and we have invested the same level of consideration when analyzing the City's overall program expectations. From what we understand of the City's current parking environment, as well as the City's goals for the future of its parking program, we took the following factors into special consideration:

- Advanced operational functionality
- Improved communications
- Enhanced diagnostics
- Improved user interface
- Enhanced enforcement application

From this analysis, we have combined our industry-best practices for implementation and our experience-guided solutions to balance ease of operation and motorist convenience to form the basis of our response. With our proposal, we are confident that we will quickly and efficiently upgrade the City's parking program while offering the overall best value to the City and the motorists it serves.

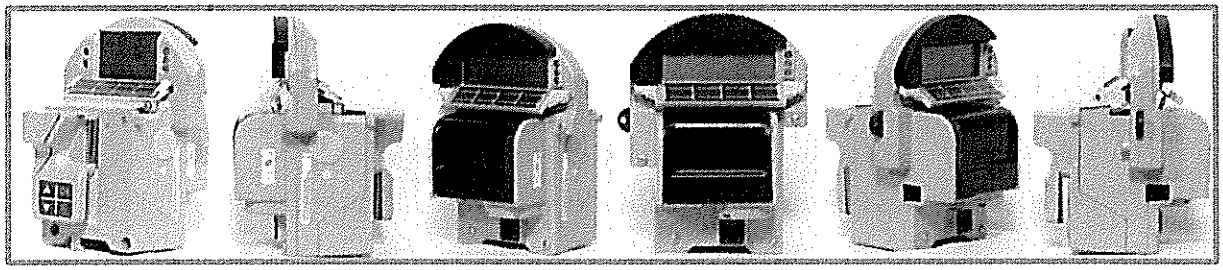
3.1 Project Summary

CivicSmart understands that the City is seeking a credit card option for single-space meter mechanisms with accompanying software that meets the minimum requirements as follows:

- Fully integrated software platform that monitors payments, utilization of spaces, dysfunctional mechanisms, and reconciliation of revenue
- Prefer single space parking but may consider pay-stations in some locations
- Wireless credit card payments at mechanism
- Multiple set-up of time-limits and payment options based on location in the City
- Ability to change rates and time limits remotely
- Application compatible with iPad for parking enforcement

The Liberty is a robustly operating mechanism that will meet or exceed all of the requirements outlined in the City's request for proposals.

Additionally, if the City should desire pay-stations in some locations, CivicSmart is willing to collaborate with our trustworthy and capable partner, Parkeon. For more information on this option, please see proposal section 9.1 Parkeon StradaPAL.



Thoughtfully designed to fit into common meter housings, including Duncan housings and many 3rd party housings, the Liberty can be installed into the City's current housing inventory without modifications to the mechanism or the housing. For maximum accessibility and visibility to a wide range of motorists, the Liberty is fully compliant with ADA accessibility standards without cost prohibitive and timely pole cutting.

A tactile key panel includes four (4) buttons for simple, intuitive payment navigation. The keypad is designed for ultimate durability, rated for over 3 million actuations, and the tactile response infers the selection has been registered.

High manufacturing standards, including ISO 9001:2008 certification and a frame manufactured with only new materials ensures a quality product delivered on time, every time.

Classic Design

The Liberty looks and feels like a traditional single-space parking meter, increasing motorist acceptance and promoting an aesthetically pleasing streetscape. The mechanism, including the credit card reader, maintains complete functionality in a variety of weather conditions, including humidity, snow, sleet, rain, sand, road grime, street vibrations and temperatures from minus 40° to 185°F (-40° to 85°C).

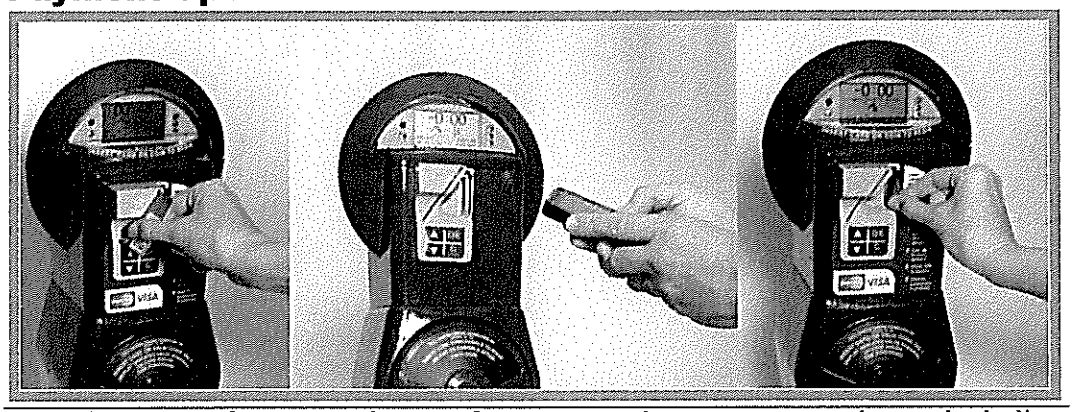
From Sub-Zero Weather in Anchorage, Alaska to the Scorching Sun in Corpus Christi, Texas

Our Liberty meter functions well in a wide variety of weather conditions. The display is still visible and the meter is functioning well, despite the sub-zero conditions or the sun beating down on the meter.

Payment Options

With more and more people using credit cards for even small purchases like a cup of coffee, the days when motorists had quarters available to feed the meter are waning. Compliance naturally decreases when customers do not have the coinage available to pay for parking. The Liberty provides the most payment options available in parking today, including real-time, highly secure PCI-compliant credit and debit card processing; smartcards; pay-by-cell; and 16 types of coins and metal tokens. If the card reader is down, the Liberty defaults to coin payment, and vice versa, promoting consistent uptime.

Payment Options



Motorists are free to choose from several payment options, including credit/debit card, smart card, pay-by-phone, and traditional coin.

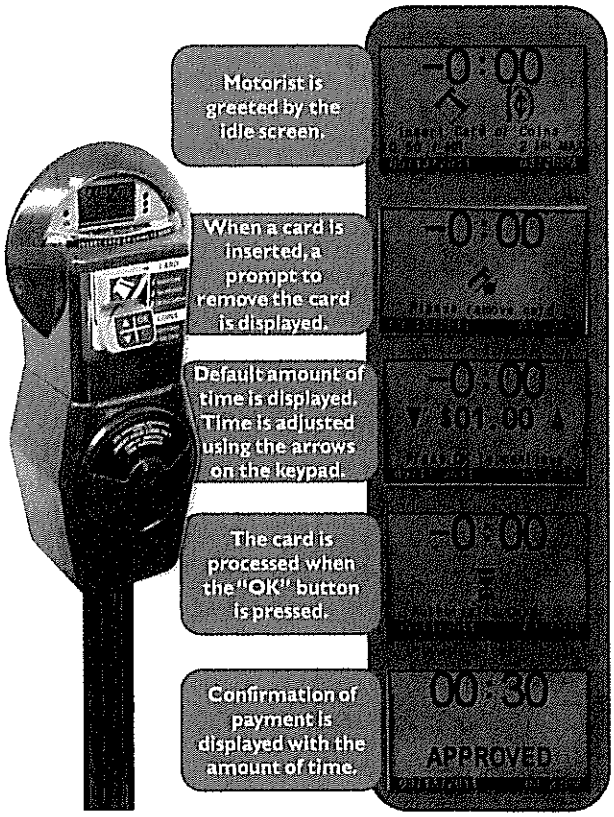
Credit Card Reader

The Liberty features a single, hybrid magnetic-stripe and contact smart card reader that is compatible with all ISO standard magnetic-stripe card readers, including Visa, MasterCard, American Express and Discover, as well as bank debit cards. PCI-Level-1-Compliant real-time credit card authorization provides the ultimate in security against theft of cardholder identity while reducing lost payment due to declined credit cards.

Build to withstand the elements, moisture, grime, heat, and cold do not disable the card slot. The card slot is therefore functional in all weather, including rain. Additionally, as the reader only requires cards to be partially ingested, users are assured that their cards will be secure as they remain in the user's control throughout the transaction.

If there is an obstruction to the card slot, the meter is not inoperable—the Liberty will send an alarm to the meter management system to notify personnel of the problem and revert to a "coin only" state to maintain meter uptime. During implementation, if the City should desire, an alarm can also be configured to be sent via text or phone call.

Credit Card Payment Process



A simple and intuitive design makes payment by credit card easy.

The user interaction is very intuitive. To complete a payment, the motorist inserts and withdraws their credit card, and uses the ▼▲ arrows to increase or decrease the amount of parking time. When the desired amount is displayed, the customer presses "OK" to complete the transaction. The customer can cancel their transaction at any time without penalty, and the transaction will also be automatically cancelled if the customer does not complete the transaction and a default amount of time passes without action.

Although the Liberty meter processes all credit card transactions in real time, in the event the wireless network is down and the meter is unable to successfully complete a real-time, end-to-end authorization of a credit card transaction with the financial institution, the City may elect to configure the system to operate into a "batch fallback" or "hold and send" mode.

In batch mode, upon the credit card communication attempt being unsuccessful after a timeout due to the wireless network being down, the credit card payment transaction is then approved locally at the meter and credit is applied to the motorist's parking space.

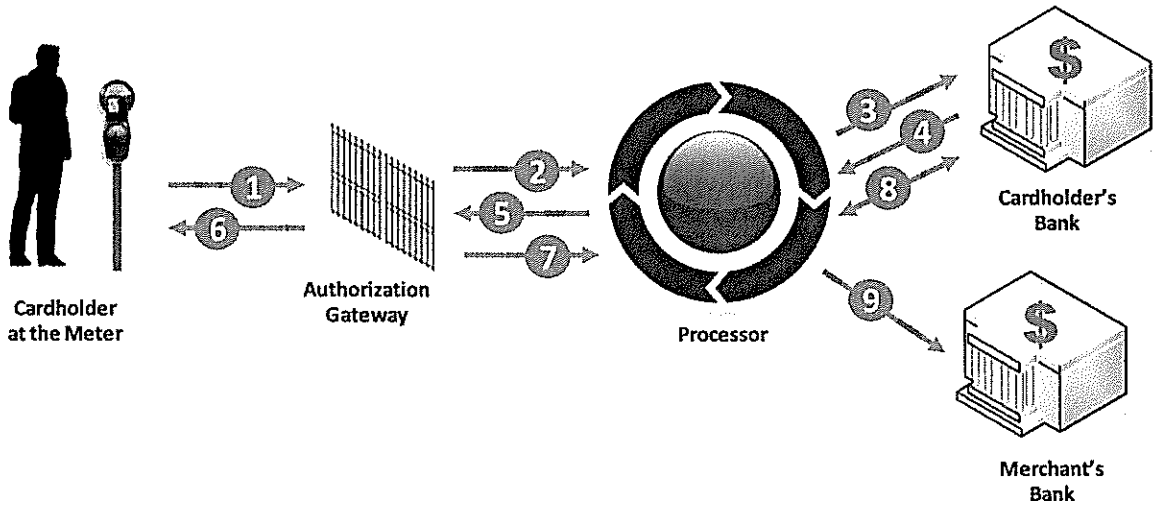
When end-to-end communications resume, these batched credit card transactions are progressively submitted by the meter to the financial institution as delayed "real-time" transactions during non-peak times. All valid credit card payment transactions are processed as usual. However, any cards that are declined during this back up process will be logged and recorded in PEMS transaction history for later reconciliation and reporting.

Credit Card Processing Structure

The Liberty utilizes secure, on-line, real-time credit card authorization protocols. Within security guidelines, each proposed meter's management system also maintains a transaction history designed to support analysis, reconciliation, and customer service needs. However, due to Payment Card Industry (PCI) credit card security requirements, these systems do not store all credit card data, as this data could lead to potential vulnerabilities and liabilities if ever compromised or misused.

When integrating credit card transactions into a parking meter program, it is essential to know how the process works, what security measures are necessary to protect the information of the motorists using the meters, and the costs associated in integrating credit card transactions. Our process utilizes a real time transaction process that allows an immediate accept/decline status, avoids costly "charge backs" associated with declined transactions, and provides payment to the City typically at the closure of the current business day. The following provides an overview to the City about how we handle transactions, what security standards we follow, and how transaction fees are calculated and charged.

Credit Card Transaction Process



❶ Cardholder elects a credit/debit transaction and swipes the card at the meter. The transaction information is sent to the gateway via secure VPN (Virtual Private Network).

❷ The gateway sends the encrypted transaction information on to the processor for authorization or decline.

❸ The processor sends the encrypted transaction information on to the credit card issuer (Member Bank) to obtain the authorization number or decline response.

❹ The credit card issuer (Member Bank) then sends the authorization number or decline reason back to the processor.

❺ The processor sends the returned information from the credit card issuer (Member Bank) back to the gateway.

❻ The gateway transmits a confirmation that contains the transaction reference number, authorization number and total amount charged. If the transaction is declined on either system the cardholder is told that their transaction was declined and that we were unable to process their payment.

❼ At the end of the day, the gateway provider will batch together all transactions that were processed and send the batch to the processor for collection.

❽ The processor then sends out the transaction information to each individual credit card issuer (Member Bank) for all transactions in the batch and the credit card issuers (Member Banks) then fund the transactions back to the processor.

❾ After collection of all funds from each credit card issuer (Member Bank) is complete, typically at the end of that current business day, the processor then deposits the funds into the merchant's bank account.

Coin Slot
The Liberty can be programmed to accept up to 16 different kinds of coins and tokens, including nickels, dimes, quarters and dollar coins. Both coins and tokens are accepted through a single slot.

The simple design of the coin validation systems provides consistent functionality to be easily cleared in the case of a jam in the chute. Solid state components compose the free-fall coin chute that recognizes and gives time for both coins and custom metal tokens. The coins fall safely in a highly secure coin box. When invalid coins, such as washers or gaming tokens are inserted, they fall to the coin box with no time given. The meters keep count of the number of invalid items, helping the City track trends in potentially fraudulent behavior

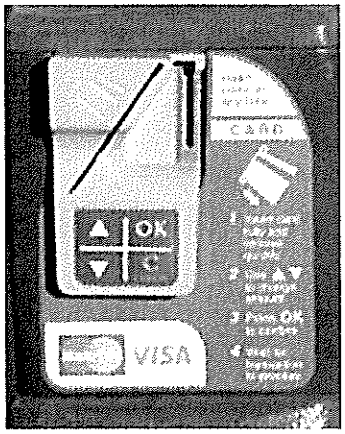
Keypad/Input

The Liberty is designed with a simple keypad. The placement on the front of the mechanism increases visibility and accessibility to the user, helping to meet ADA compliance standards. A permanent label on the card reader indicates the direction the card should be inserted. A tactile key panel includes four (4) buttons for simple, intuitive payment navigation. The keypad is designed for ultimate durability, rated for over 3 million actuations, and the tactile response infers the selection has been registered.

These buttons may also be programmed for a special function. For example, we have offered a "free time" feature by pressing the OK button.

When a technician or collector card is inserted, these buttons are also used to navigate maintenance functions.

Liberty Inputs



▲	Used to increase time/payment amount with credit or smart card purchases
▼	Used to decrease time/payment amount with credit or smart card purchases
OK	Accept payment
C Cancel	Cancel payment

Power Source

Two solar panels, one on each side of the mechanism, provide power to the Liberty. Fully secure under the meter dome, these solar panels allow maximum power absorption—being located on both sides of the meter, more of the sun rays are absorbed throughout the day.

A rechargeable battery pack fully operates the mechanism. This is located in a battery compartment separate from the rest of the mechanism. Easily replaceable without the use of tools, the mechanism retains full data during battery removal or exchange. An alarm reports in real time to the meter management system when batteries need to be replaced, allowing the City to maintain meter uptime.

Several power management options, such as powering down the backlit screen when the meter is not in use or disabling the enforcement LED lights on the sides of the display, will allow the City to minimize power consumption.

Graphical Display

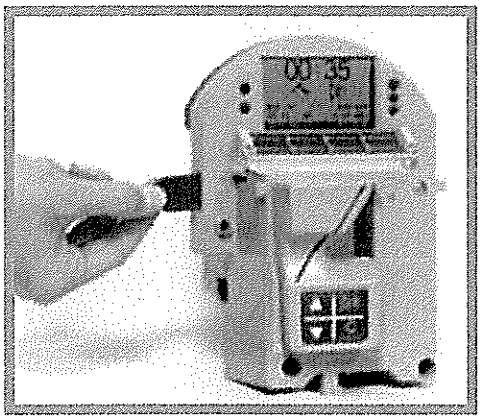
Rate plates are redundant when the Liberty displays all rate information right on the screen. The crystal clear, backlit LCD display is visible in any light—or dark—condition. Programmable and customizable, the screen can display the information relevant to the motorists, and supports a variety of messages such as "Tow Away" and "No Parking".

Rear Display

Just as important as the front display is the rear display. A traditional segmented LCD has a 3 square-inch viewing area, allowing "Expired", "No Parking", and "Out of Order" messages to ring loud and clear to motorists and enforcement personnel alike.

LED

Super bright LED lights are equipped on both sides of the Liberty, allowing nighttime enforcement that is visible from up to 85 feet away during periods of darkness. Green, yellow, and red LED's clearly indicate valid parking time, meter fault, and expired meter time, respectively. When legal parking time is displayed the LED flashes at approximately one-second intervals, further providing an easy enforcement signal, especially useful for people who are color blind.



Data Management

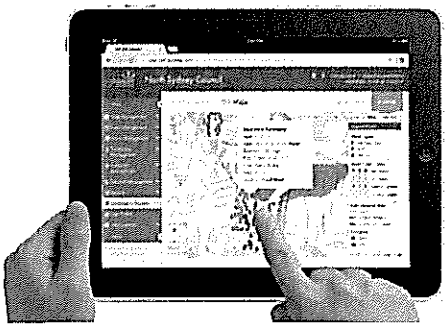
The Datakey provides a data management system that is an industry-first for simplicity and ease of use. Each chip, pre-loaded with specific instructions, is plugged into the side of the meter mechanism. Not only does this provide a backup in the event wireless communications are unavailable, it is a comprehensive inventory management tool that allows efficient transfer of data when replacing mechanisms, gives instruction for immediate functionality upon installation, and puts mechanisms in storage into "sleep" mode to preserve power.

3.2 Software Functionality and Key Features

The Parking Enterprise Management System (PEMS, for short) is the behind-the-scenes system that manages the Liberty and allows real time access to data; wireless, secure credit card processing; and integration with features such as pay-by-cell and sensor technologies. PEMS facilitates all aspects of on-street parking program management. With advanced reporting, auditing features, managers can perform dynamic analysis to create a faster, more efficient parking management program.

PEMS is fully by CivicSmart in a safe and secure environment. Completely web-based, the City can configure multiple user accounts and define which components of the system each user will have access to.

Meter configuration, updates, rate changes, and display programming can all happen through PEMS. The Liberty displays all relevant information on the screen, eliminating the need for rate plates and allowing for flexibility in hourly rates. Two-way, wireless communications allows remote updates of meter software, configuration, and rate programming. In addition to wireless communications, the Datakey, described in the previous section, allows on-street meter programming, as well.



PEMS comes packed with a full suite of real time and historic reporting, allowing the City to look at their parking program from multiple angles, from the performance of all meters to the performance of a single meter. All payments received at the mechanism, including coins, credit card, smart card, and pay-by-cell, may be optionally reported to PEMS to enable wireless enforcement data. This may be displayed on a handheld device or PDA, increasing enforcement efficiency.

A brief overview of the power of the PEMS is provided in the following table.

PEMS Functionality	
Functional Area	**Features**
Real Time Meter Status Monitoring	• Real-time reporting of meter status information including transactions, occupancy, etc. • Critical operational failure data or alarms are transmitted immediately upon failure occurring • Alarms sent via SMS text or email
Meter Configuration Management	• Remote updates to rates, rate structure, displayed message text, etc.
Asset Maintenance	• Online fault/alert reporting and routing • Fault/alert categorization and histories • Equipment operability and performance metrics

	• Fault/revenue impact correlations
Performance Management	• Maintenance services such as frequency of visit and time to repair fault • Enforcement services such as number of inspections/visits • Cash collection services such as frequency of collections
Revenue Management	• Revenue trend reporting • Audit • Payment method breakdowns • Statistical Reporting

3.3 Exceptions to the Minimum Software Requirement and Provider Responsibilities

CivicSmart takes no exception to the City's Minimum Software Requirements and Provider Responsibilities.

3.4 Exceptions to General Project Requirements

CivicSmart has thoroughly reviewed the general project requirements within the City's RFP, and we respectfully take exception to the following items while also proposing alternative language (marked in red below). However, please note that CivicSmart fully welcomes the opportunity to discuss these proposed alternatives with the City in order to arrive at mutually agreeable language.

RFP P. 35, Section I. FAILURE TO MAINTAIN AND SUPPORT

Existing language: If, in the opinion of the City, the Offeror or its successor fails to maintain and/or support the selected mechanism during the contract term, the City may elect to implementation any of the following options:

- Require that the Offeror provide an alternate parking meter mechanism option that meets or exceeds the functionality of the City's current software and/or option, the Offeror shall be required to demonstrate that the new package meets all requirements by repeating the acceptance tests. If the City selects this option, the Offeror shall be responsible for all costs incurred by the City to replace the mechanism. These costs include, but are not limited to, staff costs related to replacing the existing mechanism in the field, any additional site license costs, and customization of that mechanism to have the functionality of the City's unsupported mechanisms, labor costs including testing and programming, and integration with the T2 system. If the City elects to hire a consultant to support this effort, the consultants cost shall also be the responsibility of the Offeror.

- Select from a different Offeror a new package that meets or exceeds the City's current software functionality. If the City selects this option, the Offeror shall be responsible for all costs to the City to purchase and install the new software. These costs include, but are not limited to, the purchase of new software, customization of that software to have the functionality of the City's unsupported software, labor costs including testing and programming.

If the City elects to hire a consultant to support this effort, the consultants cost shall also be the responsibility of the Offeror.

If the Offeror ceases to be in business and does not sell the rights to the software, the City shall become the owner of the software. The Offeror shall provide all source code and documentation to the City.

Proposed change: If, based on documented performance against the contractual requirements, the Offeror or its successor fails to maintain and/or support the selected mechanism during the first twelve months of the warranty period, the City may elect to implementation any of the following options:

- Require that the Offeror provide an alternate parking meter mechanism option that meets or exceeds the functionality of the City's current software and/or option, the Offeror shall be required to demonstrate that the new package meets all requirements by repeating the acceptance tests. If the City selects this option, the Offeror shall be responsible for ~~all costs incurred by the City to replace the mechanism. These costs include, but are not limited to, staff costs related to~~ replacing the existing mechanism in the field, any additional site license costs, and customization of that mechanism to have the functionality of the City's unsupported mechanisms, labor ~~costs~~ including testing and programming, and integration with the T2 system. ~~If the City elects to hire a consultant to support this effort, the consultants cost shall also be the responsibility of the Offeror~~.

- Select from a different Offeror a new package that meets or exceeds the City's current software functionality. If the City selects this option, the Offeror shall return to the City the intiial purchase price of the equipment.

If the Offeror ceases to be in business and does not sell the rights to the software, the City shall receive a non-exclusive, non-transferable, perpetual and irrevocable license to use and modify all source code and documentation used by the City.

RFP P. 35, 4. SOFTWARE LICENSE

Existing Language: The City shall receive a non-exclusive, non-transferable, perpetual and irrevocable license, which grants the City the right to use and copy the selected mechanism software. Such license shall grant the City the right to use the software, for the purpose of credit card payment option for single space parking meter mechanism within the corporate limits of the City or other locations that will be operated and maintained by the City which may be established for the purpose of the credit card payment option for the single space parking meters.

Proposed Change: The City shall receive a non-exclusive, non-transferable, perpetual and irrevocable license, which grants the City the right to use ~~and copy~~ the selected mechanism software. Such license shall grant the City the right to use the software, for the purpose of credit card payment option for single space parking meter mechanism within the corporate limits of the City or other locations that will be operated and maintained by the City which may be established for the purpose of the credit card payment option for the single space parking meters.

3.5 Software Upgrade Process

CivicSmart defines software version upgrades as bundled changes to a client's existing software version, and CivicSmart provides our clients with ongoing software release upgrades for the life of the contract based on the version of software initially implemented. Software release upgrades may include enhancements to existing functionality, additional or modified reports, and the like. All software upgrades and maintenances releases will be installed wirelessly, or "over-the-air."

These release upgrades are thoroughly tested in our development and Test/QA environments before they are installed in production. Our formal release management process ensures that each client has the most up-to-date release of the application software version for which we are mutually contracted.

3.6 Training Program for the Software and Mechanism

CivicSmart will provide all the appropriate training required to help ensure a smooth start-up of meter use, enforcement, collections, maintenance, and ongoing operations by the City. The initial plan will include training during the delivery and deployment period. The methods for delivering training will vary according to the targeted audience. However, it is typical that training will consist of a combination of classroom style and hands-on practical training, with written support documentation provided as reference material. CivicSmart will work with the City to establish times and locations that are convenient to City staff.

Training Considerations	
Training Detail	**Description**
Solution Overview Training: General Participation	
Description	Full, top-level solution overview to familiarize all staff with the capabilities of the parking meter and management system. This session will be provided to all staff involved in the operation and management of the parking solution.
Location	TBA
Estimated Duration	1 hour each session (multiple sessions depending on number of staff)
Maximum No. of Participants	10-15
Conducted by	CivicSmart Project Manager and Trainer
Service and Maintenance Knowledge Transfer: Maintenance Staff	
Description	Provide training to meter maintenance personnel to ensure the ongoing management and maintenance of the meters can be performed by the City. Training will focus on parts replacement, routine maintenance, and troubleshooting of issues.
Location	TBA
Estimated Duration	12-16 total hours (multiple sessions depending on number of staff)
Maximum No. of Participants	5
Conducted by	CivicSmart Trainer
Collections Knowledge Transfer: Collections Staff	
Description	Provide training to collections personnel to ensure proper collection processes are

	performed.
Location	TBA
Estimated Duration	1-4 total hours (multiple sessions depending on number of staff).
Maximum No. of Participants	10
Conducted by	CivicSmart Trainer
Enforcement Officer Knowledge Transfer: Enforcement Staff	
Description	Provide training to enforcement officers to ensure accurate and efficient enforcement occurs.
Location	TBA
Estimated Duration	4 total hours (1-2 sessions)
Maximum No. of Participants	10
Conducted by	CivicSmart Trainer
Parking Management Knowledge Transfer: Administration Staff	
Description	Provide training and education to administration to ensure appropriate knowledge transfer of the meters' software capabilities, to help ensure the City's administration proactively manages and maintain their parking infrastructure.
Location	TBA
Estimated Duration	4 total hours (1-2 sessions 2 hours each)
Maximum No. of Participants	4
Conducted by	CivicSmart Project Manager and Trainer

On-Going Training

After initial implementation, CivicSmart will work with the City to identify additional training requirements and mutually agree on an appropriate fulfillment strategy and plan. In addition, ongoing in-service training may be conducted through on-site classroom training, general telephone support or WebEx type training based on mutual agreement. As additional functionality becomes available to upgrade the management systems or meters, CivicSmart will provide a project implementation plan for the deployment of any approved upgrades to the City's system. This includes any updates to operational practices, documentation and re-training of affected operational staff.

3.7 Support Program for the Software and Mechanism

CivicSmart understands how essential follow-up technical support is when implementing a parking program with the technological advances outlined in this proposal. Though thorough staff training is certainly the first step in ensuring consistent meter operations, we endeavor to provide the best customer support available to make the City's parking program a success

Telephone Support

CivicSmart's technical support does not end when installation is complete. In addition to providing operational manuals to City staff as well as follow-up training as needed and requested, CivicSmart provides a technical support line through our Milwaukee, Wisconsin office from 8 a.m. to 5 p.m. CST Monday through Friday.

Our helpdesk uses a LogMeIn system to better serve our customers. So often with technical assistance users are left feeling stranded. Users will no longer have to describe what a screen looks like over the phone or what a cryptic error message says. Unless there is a power or computer outage, our support team will be able to connect remotely to a problem PC and immediately see what the user sees. Our support person will observe the problem and determine the best course of action.

Hardware Support
CivicSmart offers some of the best hardware support in the industry, ensuring that our clients have the parts and upgrades necessary keep the parking program operating smoothly. Our service center is there to assist with ordering spare parts to maintain and healthy inventory of parts, and our Account Manager is available to discuss and provide consultation on product upgrades and integration of new technologies.

Additional Support and Software Upgrades
In addition to our 24/7 technical support line, customers can take advantage of PEMS built-in Help feature that provides support information. All software upgrades will be provided to the City wirelessly, also known as "over the air."

3.8 Software Development Process

CivicSmart continuously refines our software systems to meet the needs of our clients. This includes preliminary testing of configured hardware and software to the City's specific requirements as well as post-install acceptance testing to ensure operation in the field conforms in accordance with basic requirements as well as client specific requirements. In summary, CivicSmart's solution delivery approach includes the following types of testing:

- Factory testing prior to shipment
- Onsite testing prior to installation
- Acceptance testing once installed in the field

Included below are a few excerpts from our factory testing as well as our Implementation Plan to demonstrate our focus and commitment to the testing, validation and approval process of our Liberty meter solution.

Liberty Factory Testing Table of Contents

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3.3.9 Signal Strength Test 11
3.3.10 Version Test 12
3.3.11 Audit Meter Test 12
3.4 END OF TESTING 13

Implementation Plan Testing Excerpts

1.7	**Preliminary Testing**	These tests are made prior to installing software in the field.
1.7.1	Test display	
1.7.2	Test keypad	
1.7.3	Test coin and credit card	
1.7.4	Test communication to the server	
1.7.5	Test communication to/from pay-by-phone	
1.7.6	Test LED lights for enforcement	
1.7.7	Test coin tracks	
1.7.8	Test alarm notification	
1.7.9	Test PEMS integration	
1.7.10	Review, resolve and approve testing	
1.7.11	***Initial Testing Completed***	***Preliminary Testing Milestone***

Implementation Process

1.11.1	**Installation of Meters Phase-1 replacements)**	**(8-20**	These tests are made prior to installing software in the field.
1.11.1.1	Replace Retainer Plate		
1.11.1.2	Install Instruction Decal		
1.11.1.3	Install Liberty Mechanism		
1.11.1.4	Test and Validate Solution		
1.11.1.5	Review/Resolve Phase-1 Solution		
1.11.1.6	Phase Contingency		
1.11.1.7	Initiate Ongoing Support		
1.11.1.8	***Approval for Phase-1 Solution***		***Phase-1 Installation Milestone***

Sample Pre-Installation Test Matrix

PRE-INSTALLATION TESTING PROCESS

Date Prepared:		Prepared By:	
Date Revised:		Revised By:	

Preparation
Purpose: to check the function of the meter before installing into the field
• Items needed:
o Coins (nickel, dime, quarter, dollar coin)
o Live credit card
o Test credit card (test card must be applicable to the settings; can't use AMEX if it only accepts VISA/MasterCard, etc)
▪ NOTE: test card must be active but with no value
o Metal probe; can be a slim metal stick or can use a coin

BASIC UNIT TESTING

STEPS	COMPLIANCE	REMARKS/FOLLOW-UP
1. Check front display and back display; both must be displaying the customer's settings and back must be showing expired		
2. Check front and back bottom LED; must be blinking RED		
3. Insert coins		
a. Did meter register the coin		
b. Did the correct time applied on the meter		
4. Check front and back display; front must display proper time and back must be blank		
5. Check front and back middle LED; must be blinking GREEN		
6. Swipe test Credit Card		
a. Is the card easily inserted		
b. Did the meter read the card		
c. Does the display show the proper default amount		
7. Press the down key to reach the Minimum amount; must be the correct amount		
8. Press the up key to reach the Maximum amount; must be the correct amount		

3.9 Statement of Compliance to Warranty Requirements

CivicSmart has thoroughly reviewed the warranty requirements within the City's RFP, and we respectfully take exception to the following items while also proposing alternative language (marked below in red). However, please note that CivicSmart fully welcomes the opportunity to discuss these proposed alternatives with the City in order to arrive at mutually agreeable language.

RFP P. 33, "WARRANTY"

Existing language: The City may extend the initial warranty period if, in the opinion of the City, the identified defect causes delays to the City's field implementation. The extension of the initial warranty period shall be equal to the number of days that the City's implementation plan is delayed.

Proposed change: The City may extend the initial warranty period if~~, in the opinion of the City~~, the identified defect causes delays to the City's field implementation. The extension of the initial warranty period shall be equal to the number of days that the City's implementation plan is delayed

RFP P. 34, "WARRANTY"

Existing language: The Offeror shall maintain the software throughout the warranty period. Software maintenance shall include, but not be limited to the following:

- Provide the City with maintenance as required
- Maintain/upgrade the software so that it remains relevant to parking industry needs, processes, and standards
- Implement changes requested by the City. Changes requested by the City and implemented will be charged separately.

Proposed change: The Offeror shall maintain the software throughout the warranty period. Software maintenance shall include, but not be limited to the following:

- Provide the City with maintenance as required
- ~~Maintain/upgrade the software so that it remains relevant to parking industry needs, processes, and standards~~
- Implement changes requested by the City. Changes requested by the City and implemented will be charged separately.

RFP P. 34, "WARRANTY"

Existing language: Software support shall include the following:

- Access to a technical knowledge base including, but not limited to, special user groups, software user's newsletters, advanced documentation, and software developers
- On-site support
- Helpdesk

Proposed change: Software support shall include the following:

- Access to a technical knowledge base including, but not limited to, special user groups, software user's newsletters, advanced documentation, and software developers
- Remote support
- Helpdesk

4. Schedule

Through years of successful program management activities as well as complex project implementations through our wholly owned and controlled subsidiary Duncan Parking Technologies, CivicSmart has developed a proven, structured, yet flexible approach for accomplishing successful implementations for projects of this magnitude. Our approach and our team are consistently focused on achieving an on-time, within budget implementation that results in compliance as well as a high level of satisfaction from our clients.

Our project approach and management disciplines include a blend of sophisticated and proven tools, techniques and methodologies. Moreover, we believe the most important ingredient is our seasoned experience and ability to collaborate openly with our client's leadership team. All of these elements enable us to offer the most practical approach for ensuring compliance with the defined scope of work while proactively identifying and mitigating risks that may occur as well as efficiently managing expectations to help ensure optimum outcomes.

Key features of our proven approach include:

- Assignment of an experienced Implementation Project Manager and dedicated transition leadership team to oversee the process from the first pre-implementation meetings to actual implementation and on to post-implementation program operations and support. Our project management and leadership team will bring practical and successful experience in proactively supporting the City's phased transition process.
- A proven, well-defined, documented flexible transition approach and detailed plan that allows both CivicSmart and the City to monitor the progress of the project and measure key transition milestones along the journey to a successful implementation.
- Preparation and validation of configuration design and system related documentation to ensure that all equipment, software, features, functions, procedures, manuals and other components are clearly defined, designed and mutually agreed upon based on the approved statement of work (SOW).
- Preparation and execution of a comprehensive and rigorous testing strategy, including User Acceptance Test (UAT), to ensure that all features, functions, and procedures components are working as designed and that the system outputs are produced as expected.

Delivery Schedule

To provide the City with further understanding of our detailed planning process, CivicSmart has included a summary of our Preliminary Implementation Plan and milestone tasks view below. During the early planning process, CivicSmart will work closely with the City's staff or assigned Project Manager to refine our plan including activities, tasks, deliverables and key milestones, detailing all tasks by anticipated hours, fleshing out resource assignments, finalizing dependencies, load balancing the project schedule, validating the budget, creating the baseline, establishing tracking and reporting procedures, etc.

The following preliminary implementation plan summary is based on our research and experience, but we are willing to revise to ramp up or include more testing with direct input from the City. The target dates will be determined after the execution of the agreement and issuance by the City of a Notice to Proceed. Actual dates will be set upon review of the project managers. From the City's notice to proceed and based on timely participation by all parties, we anticipate that full implementation can occur in as little as 8 to 10 weeks.

Preliminary Implementation Plan Summary		
Task	**Responsibility**	**Average Time**
Project Launch • Review & refine implementation plan • Project launch meeting	CivicSmart/City	1-2 days
Define & Design • Define & prepare rate schedules • Define customizable displays • Finalize meter locations & install plan • Finalize credit card processing	CivicSmart	1+ weeks
Configuration & Commissioning • Configure software • Commission meter mechanisms • Pre-test mechanisms to ensure functionality	CivicSmart	1-2 weeks
Delivery • Phased delivery of meters & related equipment to City	CivicSmart	1 week
Installation & Testing	CivicSmart/City	4-5 weeks
Training (part of Installation & Testing) • Enforcement • Maintenance • Collections • Back office system	CivicSmart/City	1-2 days
Ongoing Support • Initiated upon acceptance of each phase	CivicSmart	Ongoing
Project Wrap up • Post-Implementation review • Open items review & action planning	CivicSmart/City	1-2 weeks after acceptance of final phase

5. Sample License Agreement

The following is an example of the terms and conditions typically found in our technical support service contract. CivicSmart will work with the City to establish mutually-agreeable terms that best meet the needs of their program.

Support - Applications. 24/7 support is available through a toll-free number for Duncan Parking Technologies, Inc. ("DPTI") provided hardware, software and systems. Remote access to personal computers will be accomplished via LogMeIn. Change requests that modify the configuration or features of the system will be quoted separately and are not included.

Support - Hosted Systems. Where applicable the following shall apply:

a) Server Infrastructure. DPTI will monitor and maintain all application servers, database servers, authentication services, virtualized machines, monitoring servers, backup servers, network equipment (including switches, routers, firewalls, data lines) and other necessary infrastructure components. DPTI will install Microsoft system updates, including window patches. DPTI will tune and maintain database systems.

b) System Backups. Online Database backups to tape drive will occur nightly. Offline Database backups to tape will occur weekly. Application server backups to tape drive will occur nightly. All tapes will be stored in secure facility off-site.

c) Software Maintenance. DPTI will install updates on the Hosted System infrastructure.

d) City Network Hardware and Connectivity. For DPTI provided and maintained network connections, DPTI will remotely monitor firewall, routers, and data lines to ensure connectivity. In the event of outage, DPTI will assist with, but is not responsible for the restoration of service.

Warranty and Returns. DPTI expressly warrants parking meter products against defects in materials and workmanship for twelve (12) months from date of installation or fourteen (14) months from the date of delivery to the City, whichever is sooner (Warranty Period).

Included in this limited warranty are electronic modules, replacements parts, certain software fixes and upgrades, and accessories. This warranty is expressly limited to repair or replacement of the defective part or parts at DPTI's sole discretion. DPTI's sole obligation and the City's sole and exclusive remedy related to defective goods and this limited warranty is repair or replacement of defective goods, at DPTI's sole discretion, during the Warranty Period. This limited warranty is restricted to the performance defined within the relevant DPTI Product Specifications.

This limited warranty applies to goods determined to be defective in material or workmanship under normal use and service. The following exclusions apply to this limited warranty:

a) Parts determined to be abused, misused, incorrectly handled, improperly maintained, or vandalized.

b) Consumables and batteries, unless proven to be defective upon supply

c) Unauthorized, imitation or other non-DPTI parts, accessories, or alterations

d) Goods affected by environmental conditions or acts of God
e) Software upgrades or changes due to changes in City systems, software, hardware or other operating environment changes
f) Change requests that modify the configuration or features of the system.

DPTI products are moisture-resistant, however, they are not designed to be completely waterproof. Optional additional warranty or maintenance coverage may be available for an additional cost and must be purchased a minimum of thirty (30) days prior to expiration of any existing warranty.

All parts being returned under this limited warranty for repair will be managed through the relevant DPTI service center location. To initiate a repair under this limited warranty, the City shall:

1. Call the DPTI Service Desk at (414) 877-5481 (option 2) between 7:00 a.m. to 5:00 p.m. CST, Monday through Friday.
2. A customer support representative will review the issue and provide further instruction that may include a Return Merchandise Authorization (RMA) number.
3. The City is responsible for proper packaging and shipment costs to the service center ;pcatopm. The RMA number must be clearly printed on the outside of any packaging.
4. Parts shipped without contacting the service center location in advance will be refused.
5. Shipments without an RMA number clearly printed on the outside of packaging may be delayed in processing or refused.
6. DPTI will pay shipping charges to return goods to City after repair or replacement.

THIS LIMITED WARRANTY IS THE EXCLUSIVE AND SOLE WARRANTY PROVIDED BY DPTI AND EXCLUDES ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DPTI IS NOT RESPONSIBLE FOR ANY GENERAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF USE OR LOSS OF PROFITS.

6. Price Proposal

In conformance with the RFP, CivicSmart's Price Proposal has been submitted in a separate sealed envelope.

7. References

References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last five (5) years.

Name: City of Chattanooga, Tennessee

Address: 1617 Wilcox Boulevard

Chattanooga, TN 37406

Phone/Fax: Brent Matthews, Parking Director Phone: (423) 424-1316

Email: BrentMatthews@gocarta.org

Name: City of Corpus Christi, Texas

Address: 514 San Rankin

Corpus Christi, TX 78401

Phone/Fax: Marcus Denson, Parking Control Supervisor Phone: (361) 826-3003

Email: MarcusD@CCTexas.com

Name: City of El Paso, Texas

Address: 1001 S. Stanton St.

El Paso, TX 79901

Phone/Fax: Paul Stresow, Director of International Bridges Phone: (915) 533-7428 ext. 12

Email: StresowP@ElPasoTexas.gov

Name: City of Walnut Creek, California

Address: 1666 N. Main St.

Walnut Creek, CA 94596

Phone/Fax: Karlan Larson, Traffic Control Supervisor Phone: (925) 943-5899 ext. 2443

Email: KLarson@Walnut-Creek.org

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

8. Required Forms

8.1 RFP Cover Page

8.2 Certificate of Familiarity

8.3 W/MBE Good Faith Effort Form and Affidavit

8.4 Addenda

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 15-P037R	**Proposals will be received until:** January 20, 2016 @ 12:00pm
Proposal Title: Credit Card Option for Single Space Parking Meter Mechanism & Software	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Duncan Parking Technologies, Inc., a wholly owned subsidiary of CivicSmart, Inc.	**FEIN/SS#:** 20-0043793
Vendor Address: 316 N. Milwaukee St., Suite 202	
City – State – Zip: Milwaukee, WI 53202	
Telephone Number: (414) 877-5481	**Fax Number:** (414) 877-5482
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: Michael Nickolaus	**Title:** Michael Nickolaus, President & CEO
Date: 1/29/16	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in writing no later than **1:00 p.m. on January 5, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

Proposal Number: 15-P037R	**Proposals will be received until:** January 20, 2016 @ 12:00pm
Proposal Title: Credit Card Option for Single Space Parking Meter Mechanism & Software	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Duncan Parking Technologies, Inc., a wholly owned subsidiary of CivicSmart, Inc. Company Name As registered with the IRS	Michael Nickolaus Authorized Signature
316 N. Milwaukee St., Ste. 202 Correspondence Address	Michael Nickolaus Printed Name
Milwaukee, WI 53202 City, State, Zip	President & CEO Title
Info@CivicSmart.com Email	(414) 877-5481 Telephone Number/Toll Free Also (If Available)
316 N. Milwaukee St., Ste. 202 Remittance Address	(414) 877-5482 Fax Number
Milwaukee, WI 53202 City, State, Zip	1/29/16 Date
20-0043793 Federal Tax ID (FEIN)/SS Number	not currently available SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☒ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☒ **Affidavit C – *Intent to Perform Contract with Own Workforce*, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.**

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Duncan Parking Technologies, Inc., a wholly owned subsidiary of CivicSmart, Inc.

Michael Nickolaus

Signature

1/29/16

Date

Michael Nickolaus, President & CEO

Print Name/Title

Josh Callies

Witness

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of Duncan Parking Technologies, Inc., a wholly owned subsidiary of CivicSmart, Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Credit Card Option for Single-Space Parking Meter Mechanism & Software contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

Ihereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 1/29/16 Name of Authorized Officer (Print/Type): Michael Nickolaus

Signature: Michael Nickolaus

Title: President & CEO

Sworn to before me this 29 day of January, 2016.
Notary Public for the State of Wisconsin
My Commission Expires: February 22, 2019
Print Name: Josh Callies
Phone Number: (414) 877-5481 ext. 1020
Address: 316 N. Milwaukee St., Ste. 202
Milwaukee, WI 53202

Notary Seal:

NOTARY PUBLIC
JOSH CALLIES

Josh Callies
My Commission Expires:
February 22, 2019

Josh Callies

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

Addendum #1

T: (843) 724-7312
F:(843) 720-3872

Date: January 13, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer r
Subject: Solicitation #15-P037R – Credit Card Payment Option for Single Space Parking Meter Mechanism and Software RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

1. The due date for this solicitation has changed from January 20, 2016 to February 2, 2016. The time due remains at 12:00 pm.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Duncan Parking Technologies, Inc.,
a wholly owned subsidiary of CivicSmart, Inc.
Offeror

President & CEO
Title

Michael Nickolaus
Authorized Representative

1/29/16
Date

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Addendum #1 Questions & Answers

T: (843) 724-7312
F:(843) 720-3872

Date: January 20, 2016
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #15-P037R -Credit Card Option for Single Space Parking Meters RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

I. Questions and Answers:

Q-1 There does not seem to be a quantity specified in this RFP? Can you please advise.

A-1 That information can be found on page 30, last sentence of the first paragraph.

Q-2 It appears it may be a multi-year contract? Is this so?

A-2 Yes. We intend to replace all the meters over 1 or 2 years. The software agreement would be multi-year agreement (not to exceed 5 years).

Q-3 How many units are anticipated for purchase for year 1, year 2, etc.?

A-3 The anticipated purchase is approximately 567 units per year.

Q-4 Can you please tell me how to address the specification of offering a Flash Drive with contents, with the pricing page offered separately?

A-4 Include the pricing page as a separate document on the flash drive.

Q-5 If I were considered to be brought in as a Consultant by the City, I notice it says the Offeror would be responsible for any Consultant fees. Does the City of Charleston already have consultants in mind on this regard, and if not, what is the process other than registering as Vendor in South Carolina?

A-5 There are no consultants in mind for this project.

Q-6 Is the City able to provide further detail on what is expected for the expired space notification requirement on page 30: "The new parking mechanism should be able to communicate expired spaces"?

A-6 This is an enforcement application that can tell if a metered space is occupied and or if a meter is paid or in violation for not paying. We have seen software that communicates directly to the meters either using sensors or other devices to tell if the meter space is occupied, paid or in violation.

Q-7 What credit processing services does the Vendor need to integrate with during the trial?

A-7 The City uses several and we are unsure of which one for this system at this time.

Q-8 Following the January 20th proposal submittal, what is the intended installation date once vendors have been selected for trial? And are there any consequences should a vendor not be able to meet that date?

A-8 That date is to be determined.

Q-9 Post-trial, what is the intended deployment schedule?

A-9 We have no schedule yet.

Q-10 If the Vendor plans to perform the work themselves (and complete Affidavit C), do they also need to complete Affidavit A pages 1 and 2?

A-10 They do not. Just please check Affidavit C on page 19 and complete the bottom portion.

Q-11 Both a 24-month warranty (p. 13 section 58) and a 36-month warranty (p. 33 under warranty) are mentioned. Which is preferred?

A-11 Please provide your best warranty available.

Q-12 One of the selection criteria is financial stability. Is the City requesting Financial Statements?

A-12 We just ask that you provide information noting the stability of your organization.

Q-13 What credit card internet payment gateway is the City using today?

A-13 The City uses several internet payment gateways.

Q-14 Page 5, 24. "Notice to Proceed – A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds..."

Can the City confirm if performance and payment bonds are required for this project? If yes, what are the requirements of the bond?

A-14 We will ask for a Performance Bond of the awarded vendor.

Q-15 **Page 30, Scope of Work and Specifications – "The City currently has Duncan Housing. The meters need to fit all existing housings preferably single space mechanisms. The current housing model numbers are: 70-76, 80, 90, and 95 Duncan Models.**

Would it be possible to provide a breakdown by quantity for each housing model number?

A-15 Model #70 – 388 single and 1 double
Model #76 – 259 single and 98 double
Model #80 – 3 single and 0 double
Model #90 – 78 single and 268 double
Model #95 – 20 single and 38 double

**Models 80 and 95 are all cast-iron housings.*

Q-16 **Could the City please advise how many copies of the separate Cost Proposal are required to be submitted?**

A-16 No more than 1 copy of the cost proposal is required.

Q-17 **Could the City please advise which type(s) of meter mechanisms are currently in use?**

A-17 The City currently uses Park-O-Meter APM-E.

Respondent shall acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Duncan Parking Technologies, Inc.,
a wholly owned subsidiary of CivicSmart, Inc.
Offeror

President & CEO
Title

Michael Nickolaus
Authorized Representative

1/29/16
Date

9 Appendices

9.1 Parkeon StradaPAL

myParkfolio

ON-LINE MANAGEMENT OF SALES & INFORMATION INFRASTRUCTURES

Supports both Parkeon and 3rd party applications

myParkfolio is an easy-to-use, web-based system that enables personnel to work faster and more efficiently. It allows greater control with day-to-day tracking of all operations.

The system is designed to benefit the whole organization. myParkfolio is able to provide the rapid reporting required by management, while also simplifying the level of detail required by financial, maintenance, collection and enforcement teams.

MAINTENANCE OPERATIONS

myParkfolio improves response and resolution to on-site issues and increases operational efficiency and revenues with:

- Remote warnings and alerts enabling maintenance staff to respond quickly to faults and operational issues on payment terminals
- Easy tracking of maintenance personnel activity
- Up-to-date service and repair reports enabling management to ensure adequate staffing levels, plan preventative maintenance and monitor staff response times

PAYMENT SERVICES MANAGEMENT

myParkfolio provides a complete overview of all activities to provide:

- Immediate access to all transaction data and financial reports
- Comprehensive analysis of business activities e.g. parking occupancy
- Remote management of rates and user messages via downloads
- Easy resolution of customers complaints with historical data of events and transactions

ENFORCEMENT OPERATIONS

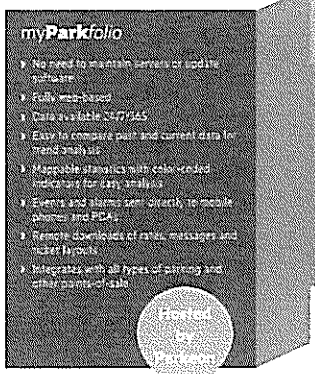
myParkfolio improves deployment of enforcement officers to monitor parking compliance:

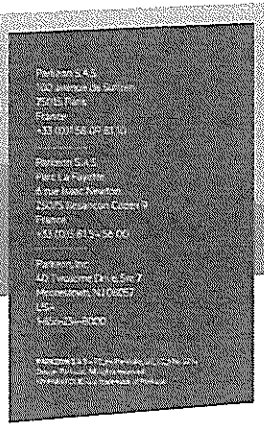
- Guiding enforcement personnel to zones when payment levels fall below average
- Monitoring enforcement officers' activities

CASH COLLECTIONS

myParkfolio optimizes cash collection management and security:

- Enabling collection routes to be planned in response to reported cash box content levels. Also detects cash collections from payment terminals
- Monitoring collection agents activities
- Ensuring security with a detailed electronic collection audit trail





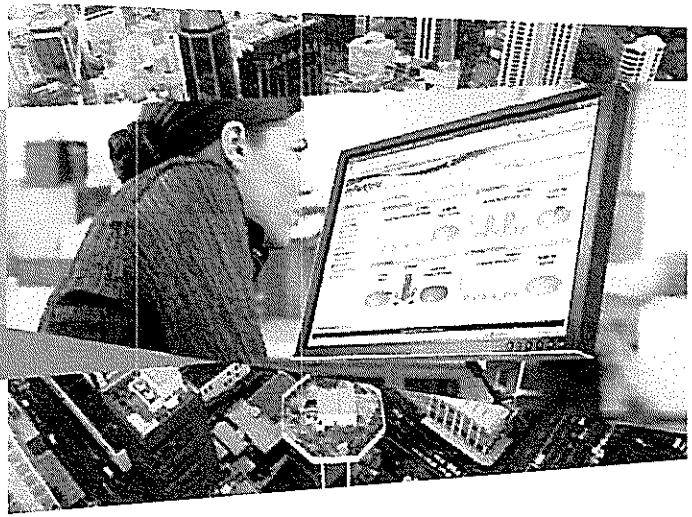
myParkfolio

Optimizes performance of payment services, ticketing and information terminals

Increase revenues

Optimize service uptimes

Reduce operating costs



www.parkeon.com

PARKEON

ON-LINE MANAGEMENT FOR COMPLETE CONTROL

€30 Billion
EU parking industry annual revenue

$30 Billion
US parking industry annual revenue

NOT ONLY FOR PARKING...

- **myPark**ing can support a wide range of applications
- Timetabling
- Local taxes
- Venue or Events
- Administration & protection of public buildings
- Tolls on motorways or roads and bridges

MAXIMIZE & PROTECT INVESTMENT

Because constrict services, such as parking, generate significant revenues but can be labor intensive, it is essential that operators ensure that every penny counts.

This means that all payment systems used to access these services should be regularly maintained and supported to ensure optimum availability and a long life for all equipment. It is vital that they operate at optimum efficiency.

Not investing in maintenance simply results in increased downtimes and revenue losses.

EFFICIENT & COST-EFFECTIVE CASH COLLECTIONS

Cash is still the predominant payment method for unattended services e.g. parking and transport ticket sales.

It is essential that local authorities and private operators continue to accept cash to remain customer friendly.

Cash collection processes must be managed as cost-effectively as possible both in terms of the time they take and the personnel and equipment required.

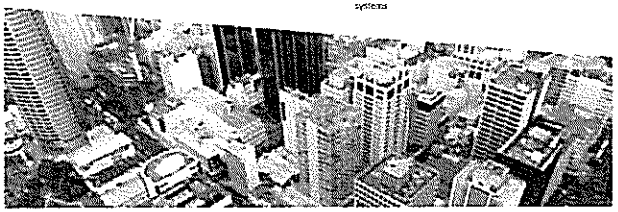
At the same time, it is crucial that security is not compromised at any point during collection, transit and depositing.

ENSURE HIGH QUALITY & ADAPTABLE SERVICES

Parkeon's back-office system is the brain that make all the supported services accessible throughout the city at any time of the day.

Centralized management also enables operators to constantly monitor and analyze the performance of their sales infrastructure.

In parking, for example, they are then able to change and improve their policies aimed with accurate data. New rates, operating times, messages and information can easily be downloaded to any number of pay stations or onto on-line systems.



A RANGE OF WORKSPACES PUTS ALL THE INFORMATION AT OPERATORS' FINGERTIPS

Change rates from your desk!

MAINTENANCE

- Maintenance activity tracking
- Sends events and alarms directly to mobile phones and PDAs
- Reporting available by alarm type, reason and machine part

SERVICE CENTER TOOLS

- Remote optimization and updating of the parking system
- Creation and remote downloading of rates, messages and ticket layouts

DASHBOARD

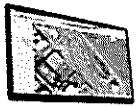
- Monitors parking indicators to provide an at-a-glance overview of parking system performance
- Provides real-time and key performance indicators for easier management
- Easy-to-read reports that update automatically whenever the system refreshes
- Provides the benefit of a high level of customization as creating "Parklets" to direct views on the dashboard

TRANSACTION HISTORY

- History of all payment information
- Customer support hotline area allows for quick research of each transaction
- Easy to compare past and current data to spot trends

COLLECTION MANAGEMENT

- Tracks all cash collection activity
- Sort collection reports by payment type, area, and date range
- Receive collection alerts directly on a PDA



MAPPABLE STATISTICS

- Graphical representation of your parking system
- Visualize your operation for optimum efficiency

CONTROL

- Reporting down to the space level to improve enforcement
- Follows enforcement agent activity

WORKSPACES PROVIDE THE SOLUTIONS FOR YOUR WHOLE ORGANIZATION

BUSINESS MANAGERS

The **Dashboard** helps high level decision making with a range of key performance indicators, e.g. high/low payment activity maps.

PARKING MANAGERS

The **Dashboard** supports parking policy management with data on parking infrastructure activity.

The **Transaction history** provides the data as dynamic graphs and tables, while **Mappable statistics** transform it into cartographic reports.

Service center tools enable rate changes, information and messages to be downloaded directly onto pay stations.

The **Discount code** application allows parking managers to provide customers with free or discounted parking via a special code that is created within the **myPark**able system. Features include:

- Percentage discounts
- Codes configurable for use on one parking terminal, groups of terminals or whole site
- Also configurable for number of times or the length of time a code may be used

SERVICE PERSONNEL

The **Maintenance module** assists with the preparation of maintenance plans to optimize performance and manage infrastructure.

Pay station visits may be defined relative either to reported supply levels, e.g. ticket rolls and batteries, or technical demands, e.g. alarms by zone, cluster or importance.

This module also creates a review of key technical indicators to evaluate the effectiveness of service levels.

Managers are able to check pay station uptimes and maintenance team reaction times.

The **Dashboard** and **Mappable statistics** provide live indicators to track and monitor maintenance team progress.

COLLECTION TEAMS

The **Collections Management** module optimizes the efficiency and security of collection services. It not only improves the volumes collected by planning the most efficient routes and times but also ensures that cash levels remaining in pay stations overnight are as low as possible.

Collection routes may be defined according to actual cash amounts or cash box levels or override non-collection warnings.

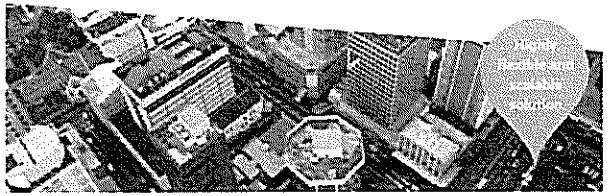
The **Dashboard**, via Parklets display, monitors collection agents operations.

ALL THE INFORMATION OPERATORS NEED

myPark**ing**

- **Monitors all sales and information outlets** – and integrates information from each channel e.g. terminals, mobile phones, PCs and tablets, onto one system
- **All payment collections "at a glance"** – a single user interface displays revenues broken-down by each payment method

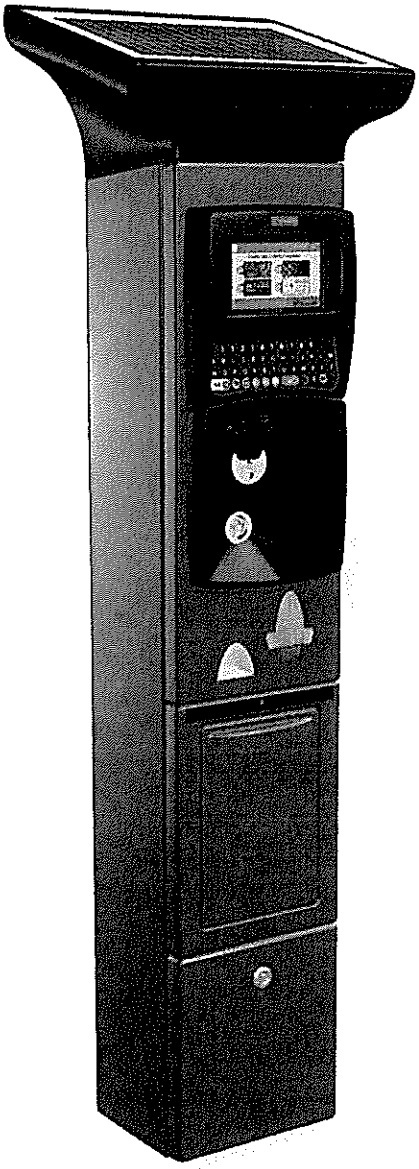
- **Fast and intuitive interface** – most data can be found in less than 3 clicks!
- **Displays in individual operators' colors** – a customizable solution that may be branded in your organizations color scheme
- **Available anywhere** – **my**Park**ing** is a portable solution accessible on most internet-enabled devices
- **The fast lane for information** – for total performance focus, see what is happening right now!



TECHNICAL SPECIFICATIONS

StradaPAL

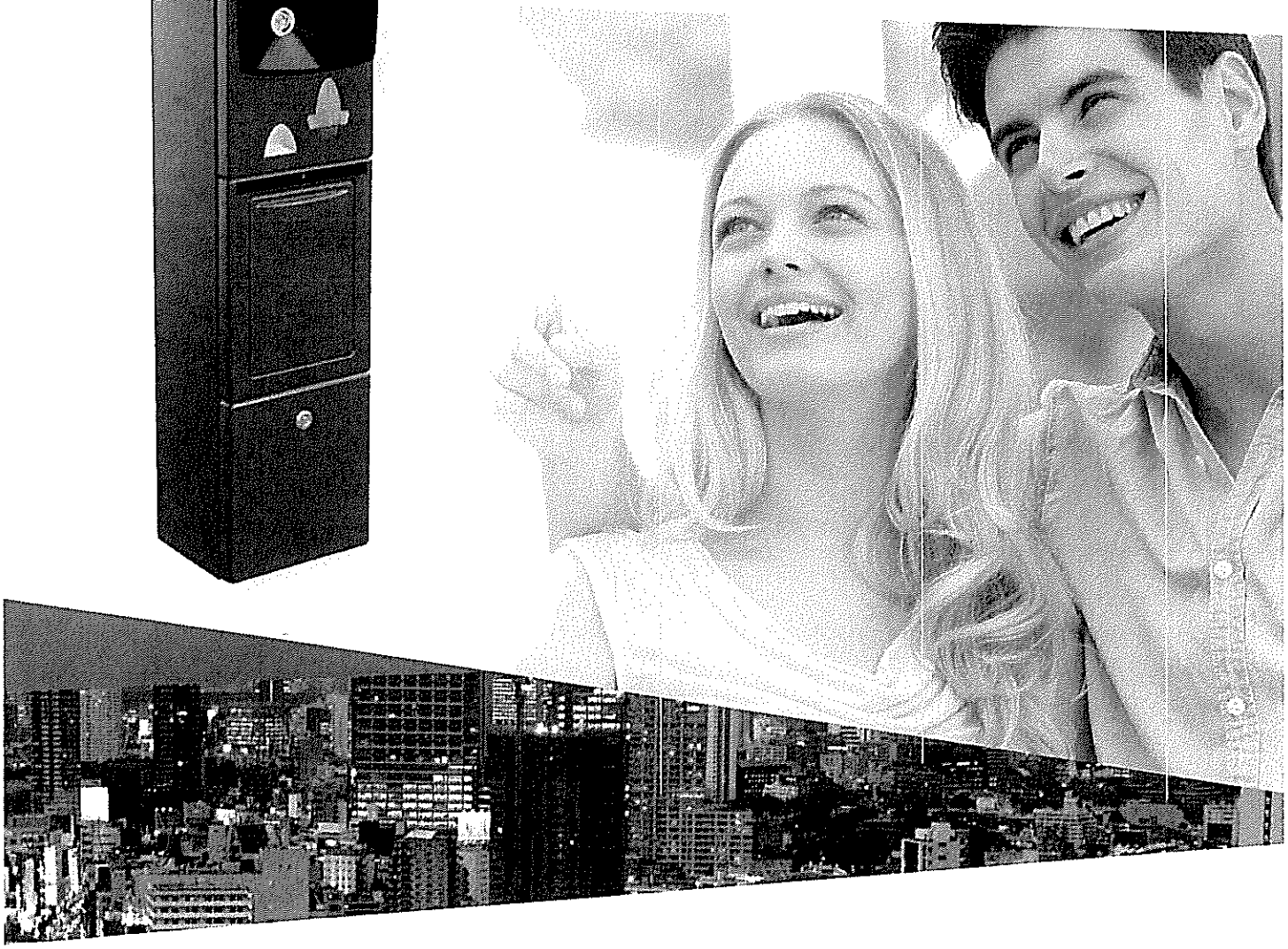
Multi-services terminal, running on solar power



Large
color screen

Parkeon
Cloud-system

Full option
on solar power



PARKEON

www.parkeon.com

StradaPAL

General design

Anti-corrosive steel
Size: (HxWxD) 65.90" x 18.70" x 14.92"
Ground mounting pedestal permits a variation of terminal height, up to an additional 5.39"
Weight: 198.42 lb
Standard colors:

Temperature - Humidity: -13°F to +131°F / up to 95% relative humidity at 131°F
EN 12414 / CE marking

User Interface

7" color screen
- 7" LCD TFT monitor with LED back lighting, 262,144 colors
- Monitor dimensions: 5.98" x 3.58"
- Monitor resolution: 800 x 480 pixels

Capacitive keyboard
- 3 standard versions (Pay&Display / PayByPlate / PayBySpace)
- Customization on demand

Payment

Coin selector
- automatic opening upon coin insertion
- patented motor-driven coin selector: maximum 14 different types of coins or tokens (programmable)
- multi-criteria coins identification

Cashless version
Contact & contactless payment kits: smartcards & bank cards, EMV 2000, PCI-PED, UKCC, Mifare®, ISO 14443, NFC

Collection

2 patented collection methods:
- Transfer - fixed cashbox with removable canister
  Weight - 3.31 lb empty ; approx. 48.5 lb full
  Volume - 5.8 l
- Rapide - exchangeable cashbox
  Weight - 3.53 lb empty ; approx. 43.21 lb full
  Volume - 4.6 l

Power supply

Solar or Mains

Security

Money storage EN 14450 Level 2 certified
Attack detection
Additional shieldings and security enhancements

Ticket

Thermal graphic printer - Horizontal or vertical printing - Text and logo - 203 dots per inch per line - 448 dots per column
Paper or self-adhesive tickets - Standard format 2.36" x 2.75" - Capacity up to 6,500 tickets

Communications

3G modem, Ethernet

Environment

More than 95% recyclable (ISO 22628) / European directives - RoHS and WEEE

Some of the features described may be optional.
Due to continual product development, specifications are subject to change without notice.

COLOR MAKES ALL THE DIFFERENCE

Transform parking pay stations into multi-service solutions

A technological revolution

From parking to multi-services

Enhanced user experience

PARKEON

www.parkeon.com

COLOR SCREENS SUPPORT NEW SERVICES

Technology has put the power of color into users' hands on laptops, smart phones and tablets

NOW

T-PAL Module transforms parking pay stations into multi-purpose sales and information channels

1981 – 1st full color PC screen

1991 – 1st full color laptop screen

2001 –1st full color mobile phone screen

2012 – Parkeon introduces 1st **full color screen** on **solar-powered** pay station

POWERING ADVANCED SOLUTIONS

T-PAL modules add greatly enhanced software, color screens and capacitive keyboards to bring the power of cloud-computing to Parkeon's Strada and Stelio pay stations. This enables operators to:

- **Implement** a range of additional sales and information services quickly and easily.
- **Introduce** innovative new parking solutions at any time.
- **Enhance** the user's experience.
- **Improve** the community's image
- **Drive** compliance and increase revenues.

INTUITIVE OPERATION BUILDS CONFIDENCE

Technology is driving social and cultural evolution. To ensure a positive response to innovative solutions in unattended pay stations, it is essential that users are able to interact with them via an intuitive graphical interface.

This is something that Parkeon has achieved with the T-PAL Module.

THE IMPACT OF COLOR, SOLAR-POWERED

All enhancements and new features are driven by solar power, even with the latest energy-demanding technologies

A USER-FRIENDLY, GRAPHICAL INTERFACE

The wide, full color screen displays animated pictograms. These are designed to help the public readily understand how to access all the available services and can change their perceptions of paid services and increase compliance.

Superior ergonomics ensure that people unfamiliar with the pay stations are able to use them quickly and easily to minimize lines, even at peak times.

The capacitive keyboard increases the ability of users to interact with the pay station, while offering intuitive ergonomics for universal access to services.

Being customizable, the keyboard enables people to navigate menus easily. It also increases the opportunities for users to identify themselves and benefit from personalized services and privileges (e.g. resident and visitor schemes, forced rotation) through PAL services.

CLOUD-COMPUTING LEVERAGES HIGHER LEVELS OF FUNCTIONALITY

T-PAL module runs on Parkeon's powerful cloud system, allowing for remote control. This enables operators to create and deploy added-value services without personnel having to go into the field. Parking transactions continue to be managed by the pay station's existing internal software. However, innovative new functions, e.g. the generation of free parking vouchers related to minimum value purchases in supermarkets and free or discount vouchers for use in local shop, are also generated by the cloud system.

OFFER A RANGE OF IMAGINATIVE SALES AND INFORMATION SERVICES

These applications are designed to support local businesses and make peoples' lives easier - in color, 24/7:

- Maps, timetables
- 'What's On' guides
- Advertising and promotions from local businesses
- Tickets for sports/leisure events and tourist attractions
- Printable discount vouchers from restaurants and shops
- Real-time public information announcements
- Electric vehicle (EV) charging

Parkeon S.A.S.
100 avenue de Suffren
75015 Paris
France
P +33 (0)1 58 09 81 10

Parkeon S.A.S.
Parc La Fayette
6 rue Isaac Newton
25075 Besançon Cedex 9
France
P +33 (0)3 81 54 56 00

Parkeon INC
Unit 7
40 Twosome Drive
Moorestown
NJ 08057
USA
P 1 856 234 8000

PARKEON S.A.S • FS_T-PAL module_VA_US_V1_November 2013
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EXHIBIT E
Cost Proposal

Best and Final Offer – Price Proposal

As requested at yesterday's Presentation to the City of Charleston, CivicSmart is pleased to provide our Best and Final Offer to provide Liberty credit card single-space meters and sensors to the City. We believe that CivicSmart's integrated Liberty and sensor offering provides exceptional value to motorists and our price proposal represents an outstanding value to the City.

To further maximize the City's capital budget, we have included:

1. An option for a limited quantity of refurbished Liberty meters
2. A discount if the City purchases 1,700 meters at one time, and
3. A discount if the City purchases more than 500 sensors in the first year.

Credit Card Option for Single-Space Parking Meter Mechanism & Software Pricing			
Item	**Description**	**Original Cost**	**Final Cost**
Liberty Single Space Credit Card Meter Hardware and Software			
New Liberty Meter Mechanism	*Includes project management*, training, acceptance testing, and installation. Includes anti-fog dome and custom retainer plate*	$395.00 (per meter) HW & SW combined	$395.00 (per meter)
Refurbished Liberty Meter Mechanism	*Up to 1,000 refurbished Liberty meter mechanisms. Includes project management*, training, acceptance testing, and installation. Includes anti-fog dome and custom retainer plate*	Not offered	$325.00 (per meter) Up to 1,000 units
Volume Discount	*If the City purchases 1,700 total meter mechanisms at one time, we will provide a discount of $15 for any new Liberty mechanisms purchased*	Not offered	$380.00 (per new meter purchased if City purchases 1,700 total meters at one time)
Liberty Wireless Communication Fee	*Wireless communications fee per meter, per month includes wireless connectivity, PEMS system access, credit card processing infrastructure and integration, integration with Mobile Payment applications, integration with certain Guidance/Wayfinding applications, integration with T2 Systems' Handheld Solution*	$5.50 (per meter, per month)	$5.50 (per meter, per month)
Vehicle Detection Sensors			
Pole-mounted Sensor	*Patented radar-based sensor includes installation and cutting of meter pole sleeves to accommodate sensors*	Not offered	$300.00 (per sensor) For first 500 sensors
Volume Discount	*If the City purchases more than 500 sensors in the first year, we will provide a $50 discount on those additional sensors.*	Not offered	$250.00 (per sensor) For any sensors greater than 500 purchased in year one
Sensor Recurring Fee	*Recurring fee per meter, per month includes wireless communications and warranty*	Not offered	$3.00 (per sensor, per month)

Credit Card Transaction Fees			
Credit Card Gateway Processing Fee	*Gateway processing fee per credit card transaction*	$0.06 (per transaction)	$0.06 (per transaction)
Credit Card Gateway and Merchant Bundled Fee	*Gateway processing and merchant fee per credit card transaction*	$0.12 (per transaction) Bundled	$0.12 (per transaction) Bundled

**Project Management includes customer-specific meter and back-office configuration (locations, numbering, hours, holidays, rates, coins, screens, credit card process, cell service, etc.), system testing & implementation. Remote PEMS training session for City staff, including but not limited to meter technicians, meter collections, meter enforcement, finance department, and management personnel.*

Optional Pricing	
Item	Cost
Liberty Single-Space Meter Extended Warranty	
Year 2	$37.50 (per meter)
Year 3	$45.00 (per meter)
Extra Equipment	
New Housing Top Caps	$25.00 (per top cap)
New No-Fog Domes	$12.00 (per dome)

If you have any questions about our price or technical proposals, please feel free to contact Mr. Bradley Magee at bmagee@civicsmart.com or (480) 510-1557.

COMMITTEE / COUNCIL AGENDA

3f.)

TO: John J. Tecklenburg, Mayor

FROM: Laurie Yarbrough DEPT: Municipal Golf Course

SUBJECT: SEVEN BLADE CUTTING UNIT TRACTOR

REQUEST: Approval to purchase a Seven Blade Cutting Unit Tractor from Smith Turf & Irrigation, PO Box 669388, Charlotte, NC 28266. SC Contract #5400005630

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Municipal Golf Course	X	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062016 Account #: 58015 KCM

Balance in Account * Amount needed for this item $41,743.91

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: * 2016 Lease Purchase

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SMITH TURF & IRRIGATION

DISTRIBUTORS

Quote

Acct Name **Charleston Muni**
Location: **Charleston**
Attn: **Shawn Geuoge**
Date: **05/05/16**
PO#:
Deliver:
File:
Ship To: **same**
Bill To:

Quoted From:
Charlotte Office
4355 Golf Acres Dr
Charlotte, NC 28208

Territory ID: 410 - SF&G
Territory Manager: **Marty Bahen**
843-209-0154

Qty	Model	Description	Unit Price	Extended
1	33452	5 to 7 Unit Transport Frame Conversion Kit		
7	01007	30" 7 Blade Cutting Unit		
7	01035	18" Semi-Pneumatic Wheels		
1	33455	5 Unit Transport Frame		
		7 Unit Transport Frame	**$38,473.65**	**$38,473.65**

SC State Contract #5400005630

Payment Terms: Net 10th Prox (Upon Credit Approval)
Prices And Terms Shown Will Be Valid For 30 Days From Date Quoted. After This Period, We Reserve The Right To Make Any Necessary Adjustments To Prices And/Or

Sub Total	$0.00
***Sales Tax**	
Total	$0.00

Quote Prepared By: Marty Bahen **Date:** 5/5/2016
Quote Accepted By: **Date:**

COMMITTEE / COUNCIL AGENDA

3g.)

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree DEPT. Information Technology

SUBJECT: DELL DESKTOP COMPUTERS

REQUEST: APPROVAL OF THE PURCHASE OF DELL COMPUTERS AS PART OF THE CITY'S ANNUAL PC 4-YEAR ROTATION CYCLE.

STATE CONTRACT #: 4400011358

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	x			x
Procurement	x			x

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 062016-52740 KCM

Balance in Account Lease-Purchase Amount needed for this item $114,468.46

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x]

NOTES: Provides 100 Dell Desktop PCs @ $1,144.67 each as part of the City's annual rotation of PCs on a 4-year rotation cycle. LEASE-PURCHASE.

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Quote 1025664294747.1
CITY OF CHARLESTON

Salesperson

Salesperson Name
Brad Rowe

Salesperson Email
Brad_Rowe@Dell.com

Salesperson Phone
18009993355

Salesperson Extension
5139723

Quote Details

Quote Date
06/10/2016

Quote Validity
07/31/2016

Solution ID
-

Billing Details

Company Name
CITY OF CHARLESTON

Customer Number
43392896

Phone Number
1 (843) 8053222

Address
2 GEORGE ST
CITY OF CHARLESTON
CHARLESTON
SC
29401-3582
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 5040 SFF	100	$845.00	$84,500.00
Dell 22 Monitor - P2217H	100	$159.00	$15,900.00
Logitech Wireless Combo MK520	100	$51.00	$5,100.00

Subtotal	$105,500.00
Tax	$8,968.46
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$114,468.46**

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Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Brad Rowe

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Product Details by Shipment

Shipping Group 1

Shipping Contact:	INFORMATION TECHNOLOGY	Subtotal	$105,500.00
Shipping Phone No:	1 (843) 5797512	Tax	$8,968.46
Shipping via:	Standard Ground	Shipping and Handling	$0.00
Shipping Address:	2 GEORGE ST STE 2800 CHARLESTON SC 29401-3583 US	Environmental Fee	$0.00
		Total	$114,468.46

Description	Quantity	Unit Price	Subtotal Price
OptiPlex 5040 SFF	100	$845.00	$84,500.00

Estimated Delivery Date: 06/23/2016
Contract Code: WN29AGW
Customer Agreement No: 4400011358

210-AFIF	OptiPlex 5040 Small Form Factor XCTO	100	-	-
338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)	100	-	-
412-AAGQ	Small Form Factor Processor Heatsink 65 Watt	100	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	100	-	-
630-AAPK	No Productivity Software	100	-	-
954-3465	No DDPE Encryption Software	100	-	-
634-BENZ	No DDP|ESS Software	100	-	-
370-ACCT	8GB Single Channel DDR3L 1600MHz (8GBX1)	100	-	-
400-AANO	3.5 inch 500GB 7200rpm Hard Disk Drive	100	-	-
401-AANH	2nd Hard Drive: not included	100	-	-
490-BCPF	AMD Radeon R7 350X, 4GB, HH (DP, SL-DVI-I)	100	-	-
325-BBRJ	DVD+/-RW Bezel, Small Form Factor	100	-	-
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)	100	-	-
385-BBCR	No Media Card Reader	100	-	-

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555-BBFO	No Wireless	100	-	-
555-BBFO	No Wireless	100	-	-
329-BCRQ	OptiPlex 5040 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)	100	-	-
480-AAJX	Display Not Included	100	-	-
450-ABBX	No Adapter	100	-	-
580-AABG	No Keyboard Selected	100	-	-
570-AAAF	No mouse selected on your OptiPlex system	100	-	-
631-AASR	No Out-of-Band Systems Management	100	-	-
340-AJFC	Kickstart Product Registration	100	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	100	-	-
525-BBCL	SupportAssist	100	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	100	-	-
658-BBMQ	Enable Low Power Mode	100	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	100	-	-
658-BBNH	Waves Maxx Audio	100	-	-
658-BCUV	OS Recovery	100	-	-
620-AALW	OS-Windows Media Not Included	100	-	-
387-BBEZ	ENERGY STAR Version 6.0	100	-	-
389-BHKP	Regulatory Label	100	-	-
340-ASFW	Placemat Documentation	100	-	-
389-BCGW	No UPC Label	100	-	-
389-BHGE	Intel Core i7 Label	100	-	-
329-BBJL	TPM Enabled	100	-	-
696-BBBC	No Special BIOS Setup Required	100	-	-
461-AABF	No CompuTrace	100	-	-
551-BBBJ	No Intel Responsive	100	-	-
450-AAOJ	System Power Cord (Philipine/TH/US)	100	-	-
340-ABJI	No Diagnostic/Recovery CD media	100	-	-
340-ARRM	Shipping Material for System, Small Form Factor, DAO	100	-	-
389-BBUU	Shipping Label for DAO	100	-	-
658-BBVS	Cyberlink Media Suite Essentials for Windows with Media	100	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	100	-	-
332-1286	US Order	100	-	-
800-BBIO	Desktop BTO Standard shipment	100	-	-
817-BBBB	No FGA	100	-	-
817-BBBC	Not Selected in this Configuration	100	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	100	-	-
997-8536	Onsite/In-Home Service After Remote Diagnosis 4 Years	100	-	-

Description	Quantity	Unit Price	Subtotal Price
Dell 22 Monitor - P2217H	100	$159.00	$15,900.00

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Estimated Delivery Date: 06/16/2016
Contract Code: WN29AGW
Customer Agreement No: 4400011358

332-2875	Dell 22 Monitor - P2217H	100	-	-

Description	Quantity	Unit Price	Subtotal Price
Logitech Wireless Combo MK520	100	$51.00	$5,100.00

Estimated Delivery Date: 06/15/2016
Contract Code: WN29AGW
Customer Agreement No: 4400011358

A3945800	Logitech Wireless Combo MK520	100	-	-

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers
If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:
A.¤ If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.
B.¤ By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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COMMITTEE / COUNCIL AGENDA

3h.)

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree DEPT. Information Technology

SUBJECT: CISCO SMARTNET ANNUAL MAINTENANCE AGREEMENT

REQUEST: APPROVAL OF ANNUAL MAINTENANCE AGREEMENT WITH CISCO SYSTEMS FROM INTERNETWORK ENGINEERING TO PROVIDE MAINTENANCE FOR ALL CITY NETWORK HARDWARE. STATE CONTRACT # 4400007892.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	x			x
Procurement	x			x

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

Balance in Account $88,596.45 Amount needed for this item $88,596.45

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x]

NOTES: Provides hardware maintenance, replacement, and problem resolution for all City network infrastructure components required to operate and maintain the City's network (switches, routers, firewalls, access control, wireless networking, email protection and content management) and the Voice over IP (VoIP) telecommunications system.

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature:

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: **A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

people connecting people

INTERNETWORK ENGINEERING

since 1996

13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277

IP Phone: 704.540.5800| Fax: 704.541.0059 | http://www.ineteng.com

May 25, 2016

Customer's Address:

City of Charleston
32 Ann Street
Charleston, SC 29403
Attn: Ivan Torres
Phone: (843) 724-7183
Fax: (843) 965-4078
torresi@charleston-sc.gov

QUOTATION#QT-000002622-1

Please reference quote number on PO:

Please make purchase order to:

Internetwork Engineering
13777 Ballantyne Corp. Place
Suite 305
Charlotte, NC 28277

If you have any questions concerning this quote please contact

Client Services	Account Manager
Sandy Mommaerts	Ryan Jenkins
704-943-5600	704-943-5642
clientservices@ineteng.com	rjenkins@ineteng.com

SUBJECT: 2016 SMARTnet 13286341

ITEM #	PART #	DESCRIPTION	QTY.	LIST PRICE	UNIT PRICE	EXTENDED PRICE
2016 SMARTnet Renewal						
1	CON-RENEWAL-ISESL	ISESL-ISE SUBSCRIPTION LIC (SUBSCRIPTION-FEATURE)	1	17,600.00	15,488.00	15,488.00
2	CON-RENEWAL-ECMU	ECMU - SWSS UPGRADES (SAU)	1	18,849.00	16,587.12	16,587.12
3	CON-RENEWAL-SNTP	SNTP - SMARTnet Premium 24x7x4	1	36,481.36	32,103.60	32,103.60
4	CON-RENEWAL-SNT	SNT - SMARTnet 8x5xNBD	1	19,860.22	17,476.99	17,476.99

Sub-Total 81,655.71

Note: By request, this quote does not include IE Professional Services.
If you would like assistance in implementing this solution, please contact your IE Account Manager immediately for a services estimate.

Total Investment 81,655.71
Plus Tax and/or Shipping

DELIVERY:
FOB: Shipping Point
TERMS: NET 30
PRICE BASED ON:
QUOTATION FIRM FOR: 30 DAYS

CUSTOMER'S SIGNATURE

Please Print Name & Title Below

The enclosed material and information is proprietary to and copyrighted by Internetwork Engineering.
Any unauthorized use, reproduction or retransmission in any form is strictly forbidden.

COMMITTEE / COUNCIL AGENDA

3i.)

TO: John J. Tecklenburg, Mayor

FROM: Jason Kronsberg DEPT. Parks

SUBJECT: ELEVATOR MAINTENANCE SERVICES

REQUEST: Approval to establish a contract for Elevator Maintenance Services With American Elevator Co., 120-C Pidgeon Bay Rd., Summerville, SC 29485. Solicitation #16-P014R.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Parks	X	☐	Jason Kronsberg	☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: various Account #: 52206

Balance in Account * _____ Amount needed for this item $ 54,000.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: * amount needed in 2016 will be approximately $48,000.00

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Elevator Maintenance Services
Solicitation #: 16-P014R

Firm	Scores of Scorers				Total Score
American Elevator	85	78	92	85	340
Otis Elevator	73	72	79	46	270
Schindler Elevator	56	66	67	41	230

Gary Cox 5/11/16

Buyer Date

Witness Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND AMERICAN ELEVATOR CO. FOR ELEVATOR MAINTENANCE SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and American Elevator Co. (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Elevator Maintenance Services in accordance with Solicitation #16-P014R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #16-P014R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal Response (the "Work") and Pricing Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality goods and/or services to the City in accordance with this Agreement.

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized

for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

5. The Contractor agrees to replace any propriety equipment with non-proprietary equipment as needed to effectively perform services outlined in Exhibit D at a reasonable cost to the City. Prior to replacing equipment, Contractor agrees to notify the City of the cost and obtain prior authorization before proceeding with replacing the equipment.

6. The Contractor agrees to send any and all reports of work done, maintenance or service-calls performed by the Contractor, on a regular basis he Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $54,000.00 (Fifty-Four Thousand Dollars and Zero Cents) be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, D and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used

without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death

occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	American Elevator Co.
John J. Tecklenburg	Travis Easler
Mayor	Vice President
PO Box 304	120 C Pidgeon Bay Rd.
Charleston, SC 29402	Summerville, SC 29485

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____	_____
	John J. Tecklenburg Mayor
Date: _____	Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

Chenette Pengleton	Travis Easler
Name	Travis Easler Vice President
Date: 6-10-16	Date: 6/10/16

Mary Mc Cracken
Name

Date: 6-10-16

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 16-P014R	**Proposals will be received until:** May 3, 2016 @ 1:00pm
Proposal Title: Elevator Maintenance Services **Non-Mandatory Pre-Proposal:** April 14, 2016, 10:00am @ 75 Calhoun St., Ste. 3500	
Mailing Date: April 1, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation **must be submitted** to Robin Barrett-Robinson in **writing** no later than **1:00pm on April 18, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance Services, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS
    A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of

employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may

be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence

work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall bé responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the

Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS
All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES
A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. GOVERNING/CONTROLLING LAW
The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES
A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from

all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE
The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

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

43. DRUG-FREE WORKPLACE
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING
Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with

the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 16-P014R	**Proposals will be received until:** May 3, 2016 @ 1:00pm
Proposal Title: Elevator Maintenance Services **Non-Mandatory Pre-Proposal:** April 14, 2016, 10:00am @ 75 Calhoun St., Ste. 3500	
Mailing Date: April 1, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 16-P014R	**Proposals will be received until:** May 3, 2016 @ 1:00pm
Proposal Title: Elevator Maintenance Services **Non-Mandatory Pre-Proposal:** April 14, 2016, 10:00am @ 75 Calhoun St., Ste. 3500	
Mailing Date: April 1, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____ Signature

_____ Date

_____ Print Name

_____ Title

_____ Witness

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***

- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

- o 5. Attended any pre-solicitation meetings scheduled by the City.

- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***

- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.

- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Print Name:_____

Phone Number:_____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

Ihereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____
_____

Notary Seal:

GENERAL INFORMATION

The City of Charleston is soliciting priced proposals from interested firms to provide Elevator Maintenance Services.

There will be a Non-Mandatory Pre-Proposal Meeting at 10:00am on April 14, 2016. It will be held at 75 Calhoun Street, Ste. 3500, Charleston, SC 29401.

PROCUREMENT PROCESS

The RFP *(Request for Proposal)* is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett-Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on April 18, 2016.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(May 3, 2016)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and five (5) bound copies of the Proposal are required for submission, plus one (1) electronic copy (CD or flash drive).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) Proposals should be clearly marked **"16-P014R – Elevator Maintenance Services"**
b) **All pricing information should be in a separate envelope clearly marked "Cost Proposal"**.
c) Everything (Proposals and Cost Proposals) is to be placed in one envelope/box/package clearly marked **"16-P014R – Elevator Maintenance Services"**.
d) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 16-P014R**.
e) Proposals **must be received** in the City's Procurement Office **no later than 1:00pm on May 3, 2016. Late proposals will not be accepted.**
f) No more than one proposal may be submitted by any Vendor.
g) The proposal must be signed by an official authorized to contractually bind the Vendor.
h) All forms from this RFP requiring signature must be included in the proposal.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

a) Ability to provide services required
b) Responsiveness, Quality and Completeness of Proposal
c) Qualifications of the Company and Staff
d) Company History/Stability/Bonding Ability
e) Past Performance/References
f) Cost (itemized by location)

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Scope of Work

1. **General Description**

The City is seeking to select the most responsive and responsible bidder able to provide Professional Elevator Maintenance Services for selected City facilities.

2. **Qualifications Statement**

Offerors shall provide a summary of their qualifications to provide Elevator Maintenance Services for the City of Charleston. The qualifications statement must include:

- **Qualifications to perform the Work required:** Include professional training designations and/or certifications held by employees and officers.
- **Ability to maintain multiple facilities simultaneously:** Include a statement regarding your approach to staffing as facilities are added and removed from the City's inventory, should the need arise.
- **Bond:** Offeror must be bonded and state limits currently in place.

3. **Specifications**

The Offeror shall maintain the City's designated elevators and their associated equipment and all accessories to comply with the requirements and laws of the South Carolina Department of Labor, Licensing and Regulation, ANSI safety codes, and other local rules and ordinances that may apply.

Item	Elevator #	Location	Stories
1	1001077	Aquarium Garage, 24 Calhoun St.	5
2	1001078	Aquarium Garage, 24 Calhoun St.	5
3	1000687	Camden Exchange Garage, 47 John St.	6
4	1000368	Charleston "Joe Riley" Ball Park, 360 Fishburne St.	4
5	1001407	City Office, Legal, 50 Broad St.	3
6	1000006	City Hall, 80 Broad St.	3
7	1000356	Concord & Cumberland Garage, 1 Cumberland St.	4
8	1001946	Dock St. Theater, 135 Church St., 2 Stop	4
9	1001947	Dock St. Theater, 135 Church St., 5 Stop	4
10	1001948	Dock St. Theater, 135 Church St., 5 Stop	4
11	1000259	East Bay & Prioleau St. Garage, 25 Prioleau St.	3
12	1000357	Eastside Community Center, 1 Cooper St.	3
13		Family Circle Tennis Center, Daniel Island	2
14		Family Circle Tennis Center, Daniel Island	2
15	1000005	Finance (BFRC), 116 Meeting St.	2
16		Fire Department Chair Lift, 46 1/2 Wentworth St.	
17		Fire Department Station #9,1451 King St.	2
18	1000817	Gaillard Garage, 32 Alexander St.	5
19	1000818	Gaillard Garage, 32 Alexander St.	5
20	1000819	Gaillard Garage, 32 Alexander St.	5
21		Gaillard Center & MOB, 2 George St.	3
22		Gaillard Center & MOB, 2 George St.	3
23		Gaillard Center & MOB, 2 George St.	3
24		Gaillard Center & MOB, 95 Calhoun St.	6
25		Gaillard Center & MOB, 95 Calhoun St.	6
26		Gaillard Center & MOB, 95 Calhoun St.	6
27		Gaillard Center & MOB, 95 Calhoun St. (Handicap Lift	2
28	1000011	Hassell Street Garage (Charleston Place), 85 Hassell St.	5
29	1000017	Hassell Street Garage (Charleston Place), 85 Hassell St.	5
30	1001395	Lockwood Municipal Complex, 180 Lockwood Blvd.	2
31	1001396	Lockwood Municipal Complex, 180 Lockwood Blvd.	2
32	1001397	Lockwood Municipal Complex, 180 Lockwood Blvd.	2
33	1000893	Majestic Square Garage, 158 Market St.	5
34	1000894	Majestic Square Garage, 158 Market St.	5
35	1000855	Marion Square Garage, 399 King St.	4
36	1000369	Maritime Center Bldg., 10 Wharfside St.	2
37	1001094	Market Hall, Daughters of Confederacy, 188 Meeting St	2
38		Old Slave Mart Museum, 8 Chalmers St.	
39	1000358	Police Department, 180 Lockwood Blvd.	2
40	100505	Police Department, 180 Lockwood Blvd.	2
41		Police Department, 3545 Mary Ader Ave.	2
42	1001693	Queen Street Garage, 93 Queen Street	4
43		St. Phillip St. Garage (College), 34 St. Phillip St.	4
44	1000815	VRTC Parking Complex, 73 Mary St.	5
45	1000816	VRTC Parking Complex, 73 Mary St.	5
46		Wentworth Garage, 81 Wentworth St.	3

1. Signal and dispatching times shall be maintained in accordance with the original manufacturer's specifications.

2. Offeror shall maintain machine room hoistway and pit equipment in a neat and clean condition at all times.

3. Offeror shall provide and use OSHA-approved barricades while working on areas exposed to the general public.

4. Offeror shall provide a listing of all parts of the elevator and the frequency with which the year to be serviced. Offeror shall provide a signature checklist for each elevator equipment room and maintenance personnel must sign, date, and list type of service performed on each elevator during that particular month. During the course of the Agreement, the Offeror shall submit the prior month's list to the City's Procurement Division by the seventh calendar day of each month and a new list shall be posted thereafter. Offeror is required to submit a copy of all work orders to the City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, Attn: Ann Jones, Contracts Coordinator for any service calls that are placed by its representatives either by fax, mail or hand delivered. The work order must have the following information on it: elevator number, date and time it was service, and name of maintenance person.

5. Regular routine exams and maintenance examinations shall be performed at a frequency of once per month on all designated elevators. During these examinations, the components listed herein are to be checked and all necessary work performed relative to cleaning, lubrication and adjustment of the equipment. If the chart is not kept up to date, the City shall assume that the work has not been accomplished. The Offeror will have five (5) business days to complete all deficient tasks before a cure noticed is delivered. As a minimum, the elevators and its components shall be checked in accordance with the schedule herein.

6. Hours of routine work shall be from 8:30am to 5:00pm Monday through Friday, excluding approved City holidays.

7. The Offeror shall provide a service callback phone number to the City. The Offeror's maintenance personnel shall respond on-site to a service call within four (4) hours of a service request being placed by the City.

8. Any drawing shall remain the property of the City and shall be returned to the City at the expiration of the contract.

9. The Offeror shall furnish all labor, supplies, parts and materials necessary to perform cleaning, maintenance, inspection, repairs or replacement to elevators, equipment accessories and appurtenances; including hoist machinery, motor generators, controllers, selectors, worn gears, thrusts and gearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistors for operation and motor circuits, magnet frames, hoist ropes, governor ropes, compensating ropes, traveling cables, cams, car door and hoisting door hangers, tracks and guides, door operating devices, interlocks and contacts, hatch lighting, pit lights, bulb replacement, and all other elevator signal and accessory equipment complete, where included as a part of the elevator installation at the time the proposal is submitted.

10. Where applicable to hydraulic elevator(s), the listed parts herein shall include the cylinder head, plunger exposed surfaces, plunger glad and packing, pumps, exposed piping, fittings, flexible pipe connections, operating control, check and relief valves, gauges, storage, discharge, pressure and vacuum tanks.

11. The Offeror shall maintain a stock of replacement parts. These replacement parts are necessary for the immediately available so the elevator service will not be subject to interruptions and stoppages. Until utilized, all parts will remain the property of the Offeror. All replacement parts under the provision of this proposal shall be identical to original equipment or manufacturer recommended replacement parts. **The markup on all parts charged to the City shall be capped at 10% of the Offeror's actual cost.**

12. The Offeror shall also be responsible for refinishing, repairing, or replacing of additional parts when necessary by ordinary wear and tear, except for the following listed items:
    - Car enclosure
    - Hoistway enclosure
    - Hoistway doors, door frames and sills
    - Car tile or carpet
    - Underground Hydraulic Piping

13. Offeror shall be responsible for correction of outstanding violations or test requirements cited by appropriate state or municipal authorities.

14. The Offeror is to assume no responsibility for the following items, which are not included under this contract: hoistway door hinges, panels, frames, gates and sills, cabs, sump pumps, subflooring, floor coverings, cab doors, gates and removable cab panels, cab mirrors and handrails, light fixtures and lamps, smoke detectors, cleaning of cab interiors, emergency power generators, music systems, and air conditioners or heaters. **Note:** The items excluded herein may be covered if the damage to them is due to a failure of the Offeror to perform its assigned duties; for example, car door panels which are scratched due to a failure to repair/replace defective door hanger assemblies.

Maintenance Schedule Electric and Hydraulic Elevators
On each visit, Offeror shall ride cars and check for unusual noise or operation. Correct any malfunctions noted.

Offeror must complete a Task & Frequency of Services Table detailing preventative maintenance and routine service tasks for each of the following areas: Controller, Selector, Hoist Machine, Motor Drive, Signal & Dispatching, Emergency Operations, Governors, Ropes, Hydraulic Pumping Units, Hydraulic Jack Assembly, Car, Hoistway, and Pit. See the example table below.

All frequency checks shall be conducted in the following manner: **Monthly** services shall be conducted by the **28th** of each month, **Annual** services shall be conducted on the ***1st week of April*** and all **Quarterly** services shall be conducted on the ***1st week of March, 1st week of June, 1st week of September*** *and the* ***1st week of December.*** The City shall be notified in writing the results of each inspection. Documentation shall be provided to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
Attn: Ms. Ann Jones

EXAMPLE: Task & Frequency of Services Table

Item	Frequency	Task
Controller	Quarterly	Observe dispatching, times and relays for proper operation
	Monthly	Clean and check all controller and supervisory relays, contacts, and printed circuit boards when applicable
	Quarterly	Check settings and operation of overloads
	Quarterly	Check controller voltages
	Quarterly	Check resistor tubes, grids and condensers
	Quarterly	Clean and check fuses and fuse holders when applicable
	Monthly	Check and tighten all controller connections and components when applicable
Selector	Monthly	Adjust and/or replace selector brushes and contacts
	Monthly	Lubricate selector cable sheaves. Clean/adjust electronic selectors.
	Monthly	Clean and lubricate selector chains, guides, drives and drums
Hoist Machine	Monthly	Clean dirt and dust from exterior surface of machines
	Monthly	Check sleeve bearing oil when applicable
	Monthly	Observe worms and gears for endplay, backlash, thrust, and any bearing wear
	Monthly	Renew or reseat brushes as required
	Annually	Clean and/or turn and undercut commutator
	Monthly	Inspect brakes, brake drum, drive sheave, remove clean and lubricate DC brake cores. Clean or replace brake shoes if necessary. Check pivot pins for free movement.
	Monthly	Grease roller bearings
	Monthly	Check motor Connections
	Annually	Change sleeve-bearing oil
	Bi-Annually	Blow out machine with air pressure
	Quarterly	Check armature or rotor clearance. Record measurements in thousandths on check charts.

	Annually	Check hoist machine drive sheave; regroove when required by owner or designated representatives.
Motor Drive	Monthly	Clean dirt and dust from exterior
	Quarterly	Renew or reseat brushes as required
	Annually	Clean and/or turn and undercut commutators
	Monthly	Grease roller bearings
	Monthly	Check motor drive set connections and tighten if necessary
	Bi-Annually	Blow out machine with air pressure
	Quarterly	Check armature or rotor clearance record measurements
	Annually	Change oil in sleeve bearings
	Quarterly	Clean dirt and carbon dust from the interior around fields and windings
Signal and dispatching	Monthly	Observe dispatching, dispatching intervals; high and low call reversal circuits. Make corrections where necessary
	Monthly	Replace any burned out lamps in the starters control indicator panel, car-operating panel, etc.
	Monthly	Observe operation of car arrival lanterns and gongs. Correct any malfunctions noted.
Telephones	Monthly	Verify if operable
Emergency Operation	Monthly	Activate Fireman's recall system, Phases I and II. Minimum one floor operation on Phase II. Record test and a log book.
	Quarterly	Test car emergency lights where applicable
	Quarterly	Test each elevator's emergency service
Governors	Quarterly	Clean, lubricate and test for free movement of all governors. Manually extend governor weights to make sure there is no restriction in motion
Ropes	Quarterly	Check all ropes, grooves, hitches and equalize tension. Lubricate where necessary. Shorten ropes when requested. Replace ropes when necessary.
	Quarterly	Check rope, clamps and shackles
	Quarterly	Check compensating chain or rope hitches.
Hydraulic Pumping Units	Monthly	Maintain oil tank at proper level
	Monthly	Check for excessive leakage around valves and pumps
	Monthly	Wipe up any oil residue around machine. Eliminate cause of leakage
	Monthly	Check tension and wear on V belts
	As Needed	Inspect flexible hoses and

		connections. Replace when required by inspection or code.
	Monthly	Lubricate motor bearings
	Monthly	Check packing glad for excessive oil leakage. Tighten or repack if necessary
	Monthly	Check plunger for signs of leakage or deterioration. Report any oil leakage to the owner in writing
	Quarterly	Check platen bolts for cracks and tightness
Car	Monthly	Check alarm bell and communication system
	Monthly	Inspect car door operator. Clean, adjust or replace pulleys, shifts, keyways, belts, cams and motor brushes. Lubricate where required.
	As Needed, but at least annually	Clean door guide channels
	As Needed, but at least annually	Check retiring cam devices, chain, dashpots, pivots, fastenings, etc.
	As Needed, but at least annually	Check leveling units
	As Needed, but at least annually	Check all reopening devices and obstruction timing devices
	As Needed, but at least annually	Inspect and clean car door or gate and related parts
	As Needed, but at least annually	Replace non-rechargeable emergency light batteries when applicable
	As Needed, but at least annually	Check load-weighing devices with weights in cars
	Quarterly	Clean car tops and related hardware
	Quarterly	Check and adjust car door up-thrusts. Inspect guide shoes, roller guides and broken tape or cable switches
Hoistway	Monthly	Check hall button operation
	As Needed, but at least annually	Check leveling switches and leveling operation, lubricate sheave bearings, and check hoistway lighting. Replace bulbs where necessary
	Annually	Inspect limit switches, contacts, cam alignment. Check sheave fastenings, grooves, lubricate grease type bearings. Check stiles for cracks, bends, and loose nuts, etc. Clean door hangers, tracks and rollers. Adjust up-thrust. Clean and inspect counterweights, counterweight rope fastenings, roller guides, guide shoes, etc.
	Annually	Check wear and insulation on travel cables. Check junction box connections. Clean hoistway,

		separator beams, guide rails, door guide channels, etc.
Pit	Annually	Clean pit and ironwork located within the pit. Empty drain pan.

Task and Frequency Service Schedule (for Hydraulic & Traction Elevators)

Maintenance Procedure	Frequency
Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary	Quarterly
Inspect and wipe clean all motors, machines and generators.	Monthly
Inspect controllers, selectors, selective drives and governors.	Monthly
Clean and adjust all controllers and selector contacts, renew worn contracts and/or shunts where necessary. Check sequence of operation.	Monthly
Blow out, vacuum and wipe clean all motors, generators exciter commutators. Check, adjust and clean brushes and brush holders, renew or reset brushes as necessary.	Bi-Annual
Clean and lubricate direction and accelerating switches.	Quarterly
Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operations. Clean machine brake. Disassemble and replace worn components, re-assemble and readjust as necessary. Clean pulley, as necessary.	Annual
Clean hoist way pits and inspect equipment in them.	Quarterly
Check, clean and adjust operation and slowdown and limit switches. Examine all moving parts of governor and safety for free operation. Clean and adjust governor and safety for proper operation.	Annual
Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.	Monthly
Check retiring cam operating and make necessary adjustments or corrections.	Quarterly
Examine all wire ropes and fastenings. Check and adjust rope tension.	Annual
Examine travel cables for wear and position.	Annual
Examine counterweight and compensator ropes. Check and adjust compensator switch. Clean compensator.	Quarterly
Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust and repair as necessary.	Monthly
Lubricate selector drive screws and guides and clean contacts if necessary	Monthly
Clean and lubricate automatic slow down and stopping switches on top of cars.	Quarterly
Check, repair and replace as necessary all floor annunciators and all other elevator signals (including bulbs) on the inside and outside of the elevator cars. Report all non-contract items to the contract administrator as find them)	As Needed
Inspect, clean, and lubricate car guides (unless roller guides are used)	Bi-Monthly

Check car fan motors for proper operation.	Annual
Inspect drive and secondary sheaves, clean if required.	Annual
Check bearings for proper operation and ware.	Annual
Check machine gear oil, seal any oil leaks, examine gear teeth for cutting or noise and refill with fresh oil as necessary.	Monthly
While riding on top of cars, physically check condition and operation of door locking equipment.	Monthly
Perform electrical test of door interlock circuits.	Annual
Examine door locks and door closer equipment. Clean door channels.	Annual
Examine car and counterweight guide shoe and fastenings.	Quarterly
Maintain hydraulic oil tank levels at proper level.	Monthly
Check for oil leaks at valve, piping and pump connections.	Monthly
Clean up oil residue on and around equipment. Dispose of contaminated waste properly. Repair any source of leaks.	Monthly
If dry mounted motor, check tension and wear of belts,. Replace as needed	Monthly
Inspect for non-code compliant flexible hoses. Replace as required.	As Needed
Lubricate motor bearings.	Monthly
Inspect hydraulic packing for oil leaks. Repack as needed.	Monthly
Report signs of possible cylinder oil leaks to owner	As Needed
Check condition of jack assembly.	Monthly
Renew gibs or rollers when necessary. Lubricate sliding guide shoes.	As Needed
Renew car station cover, blow out, clean and replace when necessary switches and buttons.	Annual
Examine, clean with proper solution, and repair as necessary commutator brushes and brush holders of all small control motors and regulators.	Monthly
Thoroughly examine and clean starter and control panels.	Quarterly
Examine and clean the buffers. Oil if necessary. Perform-hand test-of plunger return.	Annual
Clean and lubricate hatch door hanger tracks and door arms.	Annual
Examine car and counterweight wire hoist ropes and governor for wear and condition. Re-rope if necessary.	Annual
Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check bracket bolts for tightness.	Annual
Firefighters' service operation and emergency car light and alarm bell shall be tested and documented monthly to be sure it is functioning properly as required by ASME A17.1 and the southern building code.	Monthly
Perform annual no-load pressure relief valve test per code.	Annual
All parts subject to rust will be painted as required to maintain presentable appearance.	As Needed
Performance as of 17-1five-year safety test as required and any other safety code test that may be required.	As Needed

4. General Specifications

A. The City shall provide contact person(s) for the various sites being serviced for the City to the awarded Offeror.

B. The City reserves the right to add or delete locations and/or services at its discretion if it is in the best interest of the City. Any additions to the contract will be given at the agreed upon pricing. Any deletions will not be subject to any penalties.

C. The City reserves the right to inspect the work, in whole or in part, of the successful Offeror at any given time.

D. Prices quoted on the pricing page shall reflect all materials, equipment, labor, and all other costs associated with or needed to perform Elevator Maintenance Services Service, unless otherwise indicated by Offeror. Any variance from rate schedule specified shall be noted by Offeror.

E. **References:** Offerors shall provide the names of five clients of similar size and nature to the City on the attached sheet given. A brief description of the services provided shall accompany each reference. Failure to provide references and a description of services provided could result in the disqualification of your proposal. ***Reference checks will be made.***

F. Offeror shall indicate on the Compliance Sheets, the number of years their company has been in business and number of Service Technicians available to service the City's account if awarded the contract.

G. The Offeror may visit the sites and become fully acquainted and familiar with conditions as they exist and the operations to be carried out. The Offeror shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work.

H. The failure or omission of the Offeror to receive or examine or document or any part of the specifications, or to visit the sites and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Offeror of any obligation to perform as specified herein. Offeror understand the intent and purpose thereof and their obligations there under and that they will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

I. Awarded Offeror shall provide documentation of service schedule for each City location to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
Attn: Ms. Ann Jones

J. **Bid Submittals**: The successful Offeror shall be required to furnish the following items: **Failure to provide information as requested could result in bid being considered non-responsive.**

(1) Photocopies of All applicable licenses, permits and other documents required by regulatory agencies shall be provided with bid response.

K. **Required Information:** The basis for selection shall be in accordance with the evaluation criteria listed herein

All Offerors must provide, as a minimum, the information listed herein and the proposal(s) submitted must reflect the degree or expertise in utilizing these capabilities. The response should address the following:

- Qualifications
- Task & Frequency of Services Schedule
- Proof of City of Charleston Business License
- Bonding Ability
- Business Stability Information (**Mark as Confidential**)
- References
- Cost Proposal (Broken down by each location)

a) Offerors shall include personal financial statements if Offeror is an individual or sole proprietor and/or profit and loss statements if Offeror is a LLC, partnership or corporation. At its sole election, the City reserves the right to require additional documents demonstrating Offeror's ability to meet the requirements of this RFP.

b) Indicate if you have ever defaulted on a contract or have been denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances.

L. **Selection Process**

The City shall select the most qualified Offeror(s) on terms which are considered to be most advantageous to the City. In making this decision, the City shall consider all established evaluation criteria listed herein and required submittals as detailed in ***Required Information***.

Each response shall be subject to the same review and evaluation process. However, final approval may rest with members of the City Council for the City of Charleston.

a. To select the most qualified Offeror, a committee will review and evaluate responsive and responsible responses. ***The Offeror shall submit one (1) original and six (6) copies of the proposal to the City (as stated earlier).*** The selection shall be made in order of preference based on the criteria included in this solicitation. Award will be made to the Offeror whose proposal is deemed most advantageous to the City based on the evaluations made by the committee. Any or all submittals may be rejected in whole or in part when it is in the best interest of the project.

b. If the City determines that interviews are necessary to assist in the evaluation process, such interviews will be conducted at a City of Charleston location to be determined.

Bid #: 16-P014R **Vendor: _____**

Offeror's Elevator Maintenance Services Pricing Pages

Provide labor rates for Emergency Repairs or Vandalism:

Regular Time $ _____/hour

Overtime $ _____/hour

Item	Elevator #	Location	Stories	Mo. Cost	Yr. Cost
1	1001077	Aquarium Garage, 24 Calhoun St.	5		
2	1001078	Aquarium Garage, 24 Calhoun St.	5		
3	1000687	Camden Exchange Garage, 47 John St.	6		
4	1000368	Charleston "Joe Riley" Ball Park, 360 Fishburne St.	4		
5	1001407	City Office, Legal, 50 Broad St.	3		
6	1000006	City Hall, 80 Broad St.	3		
7	1000356	Concord & Cumberland Garage, 1 Cumberland St.	4		
8	1001946	Dock St. Theater, 135 Church St., 2 Stop	4		
9	1001947	Dock St. Theater, 135 Church St., 5 Stop	4		
10	1001948	Dock St. Theater, 135 Church St., 5 Stop	4		
11	1000259	East Bay & Prioleau St. Garage, 25 Prioleau St.	3		
12	1000357	Eastside Community Center, 1 Cooper St.	3		
13		Family Circle Tennis Center, Daniel Island	2		
14		Family Circle Tennis Center, Daniel Island	2		
15	1000005	Finance (BFRC), 116 Meeting St.	2		
16		Fire Department Chair Lift, 46 1/2 Wentworth St.			
17		Fire Department Station #9,1451 King St.	2		
18	1000817	Gaillard Garage, 32 Alexander St.	5		
19	1000818	Gaillard Garage, 32 Alexander St.	5		
20	1000819	Gaillard Garage, 32 Alexander St.	5		
21		Gaillard Center & MOB, 2 George St.	3		
22		Gaillard Center & MOB, 2 George St.	3		
23		Gaillard Center & MOB, 2 George St.	3		
24		Gaillard Center & MOB, 95 Calhoun St.	6		
25		Gaillard Center & MOB, 95 Calhoun St.	6		
26		Gaillard Center & MOB, 95 Calhoun St.	6		
27		Gaillard Center & MOB, 95 Calhoun St. (Handicap Lif	2		
28	1000011	Hassell Street Garage (Charleston Place), 85 Hassell St	5		
29	1000017	Hassell Street Garage (Charleston Place), 85 Hassell St	5		
30	1001395	Lockwood Municipal Complex, 180 Lockwood Blvd.	2		
31	1001396	Lockwood Municipal Complex, 180 Lockwood Blvd.	2		
32	1001397	Lockwood Municipal Complex, 180 Lockwood Blvd.	2		
33	1000893	Majestic Square Garage, 158 Market St.	5		
34	1000894	Majestic Square Garage, 158 Market St.	5		
35	1000855	Marion Square Garage, 399 King St.	4		
36	1000369	Maritime Center Bldg., 10 Wharfside St.	2		
37	1001094	Market Hall, Daughters of Confederacy, 188 Meeting S	2		
38		Old Slave Mart Museum, 8 Chalmers St.			
39	1000358	Police Department, 180 Lockwood Blvd.	2		
40	100505	Police Department, 180 Lockwood Blvd.	2		
41		Police Department, 3545 Mary Ader Ave.	2		
42	1001693	Queen Street Garage, 93 Queen Street	4		
43		St. Phillip St. Garage (College), 34 St. Phillip St.	4		
44	1000815	VRTC Parking Complex, 73 Mary St.	5		
45	1000816	VRTC Parking Complex, 73 Mary St.	5		
46		Wentworth Garage, 81 Wentworth St.	3		
		Total			

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

EXHIBIT B

Addendum #1

T: (843) 724-7312
F:(843) 720-3872

Date: April 15, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer r
Subject: Solicitation #16-P014R – Elevator Maintenance Services RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

1. There will be a site visit on April 21, 2016 @ 9am. We will meet in the lobby of 75 Calhoun Street, 3rd Floor.

2. The question due date has been changed from April 18th to April 22nd. The time they are due will remain the same.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

_____ _____
Offeror Title

_____ _____
Authorized Representative Date

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

Addendum #2

T: (843) 724-7312
F:(843) 720-3872

Date: April 27, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer r
Subject: Solicitation #16-P014R – Elevator Maintenance Services RFP

This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

1. The elevator location list and the pricing list with elevator locations have been revised. Three additional elevators have been added (***two (2) at the Charleston Joe Riley Ball Park and one (1) at the Wentworth Garage***). The stories/levels have been added and corrected and the elevator numbers have been added to some that were missing.

2. The LLR Reports have been posted on the website.

3. Schematics for a few of the elevators have been posted on the website.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

Offeror	Title
Authorized Representative	Date

Item	Elevator #	Location	Stories
1	1001077	Aquarium Garage, 24 Calhoun St.	5
2	1001078	Aquarium Garage, 24 Calhoun St.	5
3	1000687	Camden Exchange Garage, 47 John St.	6
4	1000368	Charleston "Joe Riley" Ball Park, 360 Fishburne St.	4
5		Charleston "Joe Riley" Ball Park, 360 Fishburne St.	1
6		Charleston "Joe Riley" Ball Park, 360 Fishburne St.	1
7	1001407	City Office, Legal, 50 Broad St.	3
8	1000006	City Hall, 80 Broad St.	4
9	1000356	Concord & Cumberland Garage, 1 Cumberland St.	5
10	1001946	Dock St. Theater, 135 Church St., 5 Stop	5
11	1001947	Dock St. Theater, 135 Church St., 5 Stop	5
12	1001948	Dock St. Theater, 135 Church St., 2 Stop	2
13	1000259	East Bay & Prioleau St. Garage, 25 Prioleau St.	4
14	1000357	Eastside Community Center, 1 Cooper St.	3
15	1001148	Family Circle Tennis Center, Daniel Island	2
16	1001134	Family Circle Tennis Center, Daniel Island	2
17	1000005	Finance (BFRC), 116 Meeting St.	3
18		Fire Department Chair Lift, 46 1/2 Wentworth St.	
19	1002090	Fire Department Station #9,1451 King St.	2
20	1000817	Gaillard Garage, 32 Alexander St.	5
21	1000818	Gaillard Garage, 32 Alexander St.	5
22	1000819	Gaillard Garage, 32 Alexander St.	5
23	1002242	Gaillard Center & MOB, 2 George St.	3
24	1002244	Gaillard Center & MOB, 2 George St.	3
25	1002245	Gaillard Center & MOB, 2 George St.	3
26	1002286	Gaillard Center & MOB, 95 Calhoun St.	7
27	1002288	Gaillard Center & MOB, 95 Calhoun St.	8
28	1002294	Gaillard Center & MOB, 95 Calhoun St.	5
29		Gaillard Center & MOB, 95 Calhoun St. (Handicap Lift)	
30	1000011	Hassell Street Garage (Charleston Place), 85 Hassell St.	4
31	1000017	Hassell Street Garage (Charleston Place), 85 Hassell St.	4
32	1001395	Lockwood Municipal Complex, 180 Lockwood Blvd.	2
33	1001396	Lockwood Municipal Complex, 180 Lockwood Blvd.	2
34	1001397	Lockwood Municipal Complex, 180 Lockwood Blvd.	2
35	1000893	Majestic Square Garage, 158 Market St.	4
36	1000894	Majestic Square Garage, 158 Market St.	4
37	1000855	Marion Square Garage, 399 King St.	6
38	1000369	Maritime Center Bldg., 10 Wharfside St.	2
39	1001094	Market Hall, Daughters of Confederacy, 188 Meeting S	2
40		Old Slave Mart Museum, 8 Chalmers St.	2
41	1000358	Police Department, 180 Lockwood Blvd.	2
42	1000505	Police Department, 180 Lockwood Blvd.	2
43		Police Department, 3545 Mary Ader Ave.	2
44	1001693	Queen Street Garage, 93 Queen Street	4
45	1001678	St. Phillip St. Garage (College), 34 St. Phillip St.	6
46	1000815	VRTC Parking Complex, 73 Mary St.	5
47	1000816	VRTC Parking Complex, 73 Mary St.	5
48		Wentworth Garage, 81 Wentworth St.	3
49		Wentworth Garage, 81 Wentworth St.	3

Item	Elevator #	Location	Stories	Mo. Cost	Yr. Cost
1	1001077	Aquarium Garage, 24 Calhoun St.	5		
2	1001078	Aquarium Garage, 24 Calhoun St.	5		
3	1000687	Camden Exchange Garage, 47 John St.	6		
4	1000368	Charleston "Joe Riley" Ball Park, 360 Fishburne St.	4		
5		Charleston "Joe Riley" Ball Park, 360 Fishburne St.	1		
6		Charleston "Joe Riley" Ball Park, 360 Fishburne St.	1		
7	1001407	City Office, Legal, 50 Broad St.	3		
8	1000006	City Hall, 80 Broad St.	4		
9	1000356	Concord & Cumberland Garage, 1 Cumberland St.	5		
10	1001946	Dock St. Theater, 135 Church St., 5 Stop	5		
11	1001947	Dock St. Theater, 135 Church St., 5 Stop	5		
12	1001948	Dock St. Theater, 135 Church St., 2 Stop	2		
13	1000259	East Bay & Prioleau St. Garage, 25 Prioleau St.	4		
14	1000357	Eastside Community Center, 1 Cooper St.	3		
15	1001148	Family Circle Tennis Center, Daniel Island	2		
16	1001134	Family Circle Tennis Center, Daniel Island	2		
17	1000005	Finance (BFRC), 116 Meeting St.	3		
18		Fire Department Chair Lift, 46 1/2 Wentworth St.			
19	1002090	Fire Department Station #9,1451 King St.	2		
20	1000817	Gaillard Garage, 32 Alexander St.	5		
21	1000818	Gaillard Garage, 32 Alexander St.	5		
22	1000819	Gaillard Garage, 32 Alexander St.	5		
23	1002242	Gaillard Center & MOB, 2 George St.	3		
24	1002244	Gaillard Center & MOB, 2 George St.	3		
25	1002245	Gaillard Center & MOB, 2 George St.	3		
26	1002286	Gaillard Center & MOB, 95 Calhoun St.	7		
27	1002288	Gaillard Center & MOB, 95 Calhoun St.	8		
28	1002294	Gaillard Center & MOB, 95 Calhoun St.	5		
29		Gaillard Center & MOB, 95 Calhoun St. (Handicap Lift)			
30	1000011	Hassell Street Garage (Charleston Place), 85 Hassell St	4		
31	1000017	Hassell Street Garage (Charleston Place), 85 Hassell St	4		
32	1001395	Lockwood Municipal Complex, 180 Lockwood Blvd.	2		
33	1001396	Lockwood Municipal Complex, 180 Lockwood Blvd.	2		
34	1001397	Lockwood Municipal Complex, 180 Lockwood Blvd.	2		
35	1000893	Majestic Square Garage, 158 Market St.	4		
36	1000894	Majestic Square Garage, 158 Market St.	4		
37	1000855	Marion Square Garage, 399 King St.	6		
38	1000369	Maritime Center Bldg., 10 Wharfside St.	2		
39	1001094	Market Hall, Daughters of Confederacy, 188 Meeting S	2		
40		Old Slave Mart Museum, 8 Chalmers St.	2		
41	1000358	Police Department, 180 Lockwood Blvd.	2		
42	1000505	Police Department, 180 Lockwood Blvd.	2		
43		Police Department, 3545 Mary Ader Ave.	2		
44	1001693	Queen Street Garage, 93 Queen Street	4		
45	1001678	St. Phillip St. Garage (College), 34 St. Phillip St.	6		
46	1000815	VRTC Parking Complex, 73 Mary St.	5		
47	1000816	VRTC Parking Complex, 73 Mary St.	5		
48		Wentworth Garage, 81 Wentworth St.	3		51
49		Wentworth Garage, 81 Wentworth St.	3		

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

AMERICAN
Elevator Co.

CITY OF CHARLESTON
RFP16-P014R
ELEVATOR MAINTENANCE SERVICES

BID DATE
MAY 3, 2016

ORIGINAL

BID FORMS

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 16-P014R	**Proposals will be received until:** May 3, 2016 @ 1:00pm
Proposal Title: Elevator Maintenance Services **Non-Mandatory Pre-Proposal:** April 14, 2016, 10:00am @ 75 Calhoun St., Ste. 3500	
Mailing Date: April 1, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer
Vendor Name: American Elevator Co	**FEIN/SS#:** 57-1060152
Vendor Address: 120 C Pidgeon Bay Rd	
City – State – Zip: Summerville, SC 29485	
Telephone Number: 843-875-1006	**Fax Number:** 843-875-5323
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☒ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: [signature]	**Title:** President
Date: 4/29/16	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation **must be submitted** to Robin Barrett-Robinson in **writing** no later than **1:00pm on April 18, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

Addendum #1

T: (843) 724-7312
F:(843) 720-3872

Date: April 15, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer r
Subject: Solicitation #16-P014R – Elevator Maintenance Services RFP

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

1. There will be a site visit on April 21, 2016 @ 9am. We will meet in the lobby of 75 Calhoun Street, 3rd Floor.

2. The question due date has been changed from April 18th to April 22nd. The time they are due will remain the same.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

American Elevator Co
Offeror

President
Title

Authorized Representative

4/26/16
Date

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

Addendum #2

T: (843) 724-7312
F:(843) 720-3872

Date: April 27, 2016
To: All Offerors
From: Robin B. Robinson, Senior Buyer r
Subject: Solicitation #16-P014R – Elevator Maintenance Services RFP

This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

1. The elevator location list and the pricing list with elevator locations have been revised. Three additional elevators have been added (***two (2) at the Charleston Joe Riley Ball Park and one (1) at the Wentworth Garage***). The stories/levels have been added and corrected and the elevator numbers have been added to some that were missing.

2. The LLR Reports have been posted on the website.

3. Schematics for a few of the elevators have been posted on the website.

Respondent should acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.

American Elevator Co
Offeror

President
Title

Authorized Representative

4/26/16
Date

Proposal Number: 16-P014R	**Proposals will be received until:** May 3, 2016 @ 1:00pm
Proposal Title: Elevator Maintenance Services	
Non-Mandatory Pre-Proposal: April 14, 2016, 10:00am @ 75 Calhoun St., Ste. 3500	
Mailing Date: April 1, 2016	**Direct Inquiries to:** Robin B. Robinson, Sr. Buyer

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

American Elevator Co Company Name As registered with the IRS	Authorized Signature
PO Box 1946 Correspondence Address	Linda Easler Printed Name
Summerville, SC 29484 City, State, Zip	President Title
linda@americanelevatorco.com Email	843-200-3034 Telephone Number/Toll Free Also (If Available)
PO Box 1946 Remittance Address	843-875-5323 Fax Number
Summerville, SC 29484 City, State, Zip	4/25/16 Date
57-1060152 Federal Tax ID (FEIN) SS Number	018883987 SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☒ Yes ☐ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☐ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: American Elevator Co

LWEasler
Signature

4/29/16
Date

Linda W. Easler
Print Name

President
Title

Witness

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of American Elevator Co
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Elevator Maintenance Services

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

Ihereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 4/29/16 Name of Authorized Officer (Print/Type): Linda W. Easler

Signature: LW Easler

Title: Pres/CFO

Sworn to before me this 29 day of April, 2016
Notary Public for the State of South Carolina
My Commission Expires: August 6, 2023
Print Name: Tonya R. Hall
Phone Number: 843-209-8891
Address: 9626 Crosscut Drive
Ladson, SC 29456

Notary Seal:

CERTIFICATES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

AMERI-1 OP ID

DATE (MM/DD 04/26/2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POL BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOF REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subj the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights certificate holder in lieu of such endorsement(s).

PRODUCER
Greenpoint Insurance Group
711 Gallimore Dairy Road
High Point, NC 27265
Kyle Smythe

CONTACT NAME: Debbie Garner
PHONE (A/C, No, Ext): 336-665-7829 FAX (A/C, No): 336-294-08
E-MAIL ADDRESS: dgarner@greenpointins.com

INSURED
American Elevator Co., Inc.
213 Bayberry Run
Summerville, SC 29485

INSURER(S) AFFORDING COVERAGE	NA
INSURER A : PA National Mutual Cas Ins Co	14990
INSURER B : National Union Fire Ins Co	19445
INSURER C : Hartford Underwriters Ins Co	30104
INSURER D : National Liabilty & Fire Ins.	20052
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			13UENOJ7221	11/11/2015	11/11/2016	EACH OCCURRENCE	$ 1,0
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3
							MED EXP (Any one person)	$ 1
							PERSONAL & ADV INJURY	$ 1,00
							GENERAL AGGREGATE	$ 3,00
							PRODUCTS - COMP/OP AGG	$ 3,00
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AU90715068	11/11/2015	11/11/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,00
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			BE 018335530	11/11/2015	11/11/2016	EACH OCCURRENCE	$ 2,00
							AGGREGATE	$ 2,00
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		V9WC669461	11/11/2015	11/11/2016	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500
							E.L. DISEASE - EA EMPLOYEE	$ 500
							E.L. DISEASE - POLICY LIMIT	$ 500
A	Installation Floater			CL90715068	11/11/2015	11/11/2016	Limit Ded	100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: City Wide Elevator Maintenace

CERTIFICATE HOLDER

CITYCH1

City of Charleston
116 Meeting Street
Charleston, SC 29402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kyle Smythe

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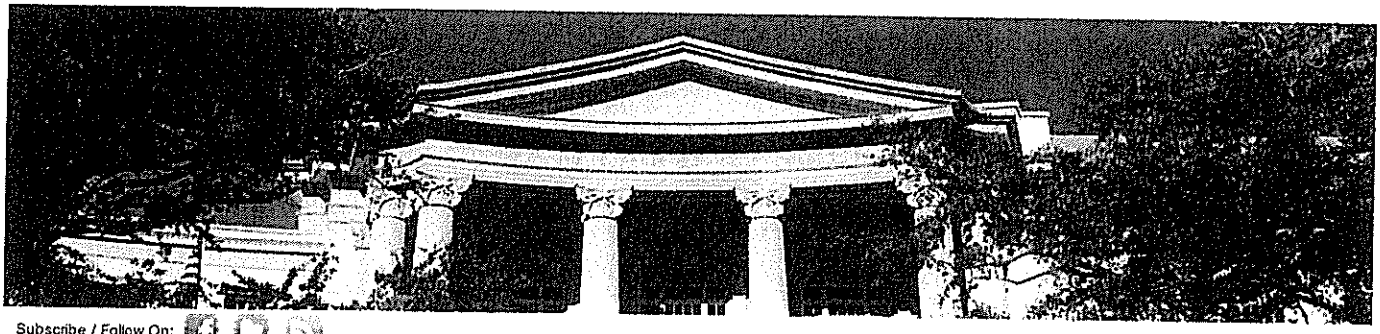
Customer Access Portal

Home Business Other



Subscribe / Follow On:

Welcome ! [Log Off] / [Manage My Account]

License Number: 13867

Company Name:	American Elevator Company	DBA Name:	American Elevator Company	Status:	Active

License Type:	Itinerant	District:	None	Applied Date:	1/29/2016
Classification:	Renewal	Issued By:	System Administrator	Issued Date:	1/29/2016
Status:	Issued	Account Number:		Expiration Date:	12/31/2016
Description:	PROCESS.LICENSE	License Year:	2016	Last Renewal Date:	None

Parcel :

Address : 213 BAYBERRY RUN
SUMMERVILLE, SC 29485
US

Business Conlact	American Elevator Company

1 Displaying items 1 - 1 of 1

No records to display.

Displaying items 0 - 0 of 0

Vehicle for Hire Decal Fee	Paid In Full	$19.32

1 Displaying items 1 - 1 of 1

CHARLESTON COUNTY
SOUTH CAROLINA

Certified
Charleston County
Small Business Enterprise

CHARLESTON COUNTY
S·B·E
SMALL BUSINESS
ENTERPRISE PROGRAM

American Elevator Co, Inc.
Summerville, SC

Certification No.022708-00-OS-018

Valid Until: February 8, 2017

Certified for: Commercial or Residential Elevator Maintenance, Repairs, Modernizations, Installation or Inspections

Susan J. Hogan, Manager
Small Business Enterprise Program
Charleston County Contracts & Procurement

Issued On: February 8, 2016

City of Charleston

MWBE Certification

This is to certify that

American Elevator Company, Inc.

has met the requirements and is a certified minority or woman-owned business enterprise in good standing with the City of Charleston, South Carolina's Minority and Women Business Enterprise Program.

October 1, 2014	0309241266	October 31, 2019
Date of Certification	Certification Number	Expiration Date

MBE Manager

Small & Minority Business Contracting & Certification

Certificate of Woman-Owned Business

AMERICAN ELEVATOR CO., INC

located at

SUMMERVILLE, SOUTH CAROLINA

has been determined to be a

woman-owned business operating in

the State of South Carolina

Director, Office of Small & Minority Business Contracting & Certification

Certification Number: 03201634

Date: MARCH 17, 2016

Expiration Date: MARCH 31, 2021

QUALIFICATIONS

AMERICAN
Elevator Co.

QUALIFICATION OF CONTRACTOR

American Elevator was established in Charleston, SC on November 25, 1996 and incorporated as a Statutory Close Corporation. Our company continues to service and modernize all types of commercial and residential elevators.

We bring over One Hundred (100) years of experience in installation, servicing and modernization of elevators. We have experience directly involved with elevators of various types and manufacturers in the Tri-County area since 1986. Along with this involvement, American Elevator Co. has been responsible for the maintenance and repair of numerous elevators.

Our local office is located at 120 C Pigeon Bay Road, Summerville, SC and contains 3000 square foot of office and warehouse space. Our local facilities are certainly open for inspection by the owner or owner's representative at any time convenient to the owner.

A list of our local employees is as follows:

R.G. Easler: Forty Three(43) years in the elevator industry with positions ranging from Construction Helper, Construction Mechanic, Service Mechanic, Local Representative, Service Sales Representative to Branch Manager and owner. Spent eighteen (18) years with OTIS Elevator Company, seven (7) years with Piedmont Elevator Company and sixteen (16) years as the CEO and owner of American Elevator Company. Since moving to Charleston, SC in July 1986 as Branch Manager for OTIS Elevator, has had responsibility for managing, repairing, modernizing and servicing elevators in Charleston and surrounding counties.

J.L. Hooper: Thirty (30) years in the elevator industry with positions ranging from Construction Helper, Construction Mechanic, and Service Mechanic and Modernization Foreman with American Elevator. Larry has spent the last Sixteen (16) years with American Elevator Company installing and overseeing modernization projects and approximately $30,000,000.00 in elevator installation, repair and maintenance. Present responsibility is maintenance and supervision of repair work for the City of Charleston's elevators.

Travis Easler: Twenty (20) years as Construction, Residential and Modernizations Supervisor and Service Mechanic. Travis received his BS in Science. In addition he holds the Vice President position for American Elevator Company.

William Hunt: Eleven (11) years as construction, modernizations and service Helper. Last six (6) years as Construction Mechanic as well as Service Technician.

Donn McEntyre: Twenty Two years in the elevator industry ranging from construction And maintenance helper to route mechanic which he currently holds. His responsibilities range from maintaining over 3 million dollars in Elevators as we'll as any necessary repairs.

Ryan Hall: Four (4) years as Construction helper and Service helper. Graduated with a BS Degree in Marketing from Presbyterian College.

Linda Easler: Sixteen (16) years as Chief Financial Officer and President. She has a Degree in Business /Computer Science.

Chris Worsham: Two (2) years starting as Modernization Helper. Chris has progressed quickly to become our residential specialist as well as Modernization Mechanic.

Quinton Washington: Has Fifteen (15) years in the residential elevator industry. He is responsible for overseeing as well as installing our residential product line.

Brock Lecroy: Two (2) years as Commercial helper.

Joe Orvin: One (1) year as our Commercial and Residential helper.

We maintain preferred vendor status with a majority of elevator parts suppliers. I.E.: Unitec, (owned and used by Otis Elevator), Adams (owned and used by Schindler Elevator), Vertical Express (Owned and used by ThyssenKrupp Elevator), MCE, Elevator Controls, Canton Elevators, Quality, S.E.E.S, Hollister-Whitney, and Delco as well as numerous other vendors as advertised in Elevator World.

These suppliers maintain an inventory of virtually every elevator part manufactured over the past 30 years. All of these suppliers will ship any part required overnight. This service will be utilized only in the event necessary materials are not located in your elevator machine room or our local facility. The parts manufactured by our suppliers meets and most often exceed the original manufacture's specifications.
Since the start of our company, we have modernized over one hundred (100) elevators in the Charleston and South Carolina area. These projects range from two (2) to seventeen (17) floors.

Most all of these modernizations required the replacement of out-dated controllers with new solid state controllers, door operators, hanger and track replacements, fixture replacements as well as complete rewiring of car, hoistway, and machine rooms.

We maintain twenty-three (23) elevators for Charleston County under our Full Maintenance Agreement as well as thirty-four (34) units with the City of Charleston. In addition to the above stated contracts, we maintain elevators for numerous properties within the Tri-county area, and we have not lost any maintenance contract in the past two years.

We recently completed the Gaillard Auditorium renovation project in which we installed Six (6) Gearless Machine Room Less elevators ranging from Three (3) to Eight (8) stops. Total project price $1.2 million.
In order to verify the quality of our working relationships, please feel free to contact any of the following:

Wally Nava	**The Citadel**	**843-953-5264**
Downing Godbold	**General Svc. Chs. Ctny**	**843-202-6902**
Wes Chappell	**City of Charleston**	**843-724-7417**

Concerning questions related to a technical and engineering standpoint, our company has installed SCR drive and AC VVVF drive controllers. In addition to controller replacement, we have replaced door operators, re-wired car and hoistway complete, hoistway hanger's tracks, locks, entrance detectors and new car and hall fixtures.

All of the installed equipment is provided by major manufacturers. We deal directly with the specific manufacturer's engineering staff that designs the product for any technical or engineering support that may be required. Upon installation of the above equipment, we contract the State of South Carolina, Elevator Division to inspect and certify the equipment to assure adherence to the latest codes. We have never defaulted on a contract or been denied a bid due to non- performance.

Since American Elevator Co. formed in 1996 in Charleston, SC, our personnel's experience and dedication to quality maintenance, repair, and modernization of elevators meets or exceeds the qualifications of any elevator company's personnel in the Tri-County area. At no time have we ever been denied a contract nor have we lost any contracts due to non-performance.

In most cases, the name of the company is secondary to the quality of local personnel. We feel with our industry experience along with knowledge of local customer requirements we will provide the safest, most dependable and cost effective maintenance, new installation and modernization projects attainable in Charleston, SC.

We look forward to the opportunity to prove our ability, and commitment, to provide quality elevator service for you as our customer.

Signed By: LEasler
Linda Easler

Title: Pres/CFO

AMERICAN
Elevator Co.

Attn: Robin Barret-Robinson
Senior Buyer
City of Charleston, Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Re: 16-P014R Bid Bonding Ability

May 2nd, 2016

Robin,

We are currently bonded with the City for the Gaillard Parking Project. This bonding is for $250,000.00 This should show our ability to provide requested bonding if we are the successful bidder. Through the years, we have had numerous bonds with various projects and have never defaulted on a job due to nonperformance.

Regards

Linda Easler
President
American Elevator

AMERICAN Elevator Co.

CHECK CHART FOR ALL ELEVATORS

	MONTHLY CHECK ITEMS		1	2	3	4	5	6	7	8	9	10	11	1
HOISTWAY & CAR TOP	Check lube and lubricators for car and cwt. rails. Observe bolts, joints and brackets.	12												
	Check and lube O.H. sheaves and bearings.	12												
	Observe all Hoistway Switches and vanes.	12												
	Observe cwt. shoes, rods and cable hitch.	12												
	Observe conduit, fittings and fastenings.	12												
	Check tension and hitch of hoist canbles.	12												
	Check guide shoes, gibs, rollers and tires.	12												
	Check door operator and retiring cam.	12												
CAR	Check car light, stop sw. and alarm bell.	12												
	Check operating devices and signal lamps.	12												
	Check opration of car doors and gates.	12												
	Check door or gate contact, safety edge and photo electric beams.	12												
	Observe stop and leveling at all floors.	12												
CORRIDOR	Test operation of all doors and gates.	12												
	Test operation of interlocks and contacts.	12												
	Check hall buttons and indicator lamps.	12												
	QUARTERLY CHECK ITEMS													
HOISTWAY & CAR TOP	Check and tighten all bolts, brackets and fastenings in hoistway.	4												
	Clean and lube all hoistway switches.	4												
	Clean and check contacts and actuators.	4												
	Clean and lubricate hoistway door hangers.	4												
	Clean and adjust door operator contacts, motor brushes, belt, chain, cords, clutch and safety edge.	4												
CAR	Check and tighten all bolts and sling.	4												
	Check fastenings and bolts for cams, safety, cords and compensating chain.	4												
	Check conduit and electric wiring.	4												
PIT	Test buffers and pit stop switch.	4												
	Check tail sheave, bolts, hangers and bearings.	4												
	ANNUAL AND SEMI-ANNUAL CHECK ITEMS													
MISC	Brush and vacuum clean hoistway.	1												
	Conduct annual safety test.	1												
	Check bottom gibs of car and hall doors.	2												
	Test all door hangers for upthrust.	2												
	Check lubrication of ball and roller bearings.	2												

Elevator No.: _____ Year: _____

REFERENCES

References

Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: City of Charleston Ed Anderson
Address: 75 Calhoun Street
Charleston, SC 29401
Phone/Fax: 843-607-8187
Email: andersone@charlestonsc.gov

Name: County of Charleston Downing Godbold
Address: 4050 Bridgeview Dr
North Charleston, SC 29405
Phone/Fax: 843-202-6902
Email: dgodbold@charlestoncounty.org

Name: Medical University of South Carolina Bruce Mills
Address: 97 Jonathan Lucas Street
Charleston, SC 29425
Phone/Fax: 843-792-4666
Email: millsb@musc.edu

Name: City of North Charleston Danny McJunkin
Address: 2500 City Hall Lane
North Charleston, SC
Phone/Fax: 843-740-2614
Email: dmcjunkin@northcharleston.org

Name: The Citadel Mr. Wally Nava
Address: 171 Moultrie St.
Charleston, SC 29409
Phone/Fax: 843-576-9720
Email: wally.nava@citadel.edu

BID

City of Charleston Elevator Locations

Item	Elevator #	Location	Stories		
1	1001077	Aquarium Garage, 24 Calhoun St.	5	$ 75.00	$ 900.
2	1001078	Aquarium Garage, 24 Calhoun St.	5	$ 75.00	$ 900.
3	1000687	Camden Exchange Garage, 47 John St.	6	$ 75.00	$ 900.
4	1000368	Charleston "Joe Riley" Ball Park, 360 Fishburne St.	4	$ 75.00	$ 900.
5		Charleston "Joe Riley" Ball Park, 360 Fishburne St.	1	$ 50.00	$ 600.
6		Charleston "Joe Riley" Ball Park, 360 Fishburne St.	1	$ 50.00	$ 600.
7	1001407	City Office, Legal, 50 Broad St.	3	$ 75.00	$ 900.
8	1000006	City Hall, 80 Broad St.	4	$ 75.00	$ 900.
9	1000356	Concord & Cumberland Garage, 1 Cumberland St.	5	$ 75.00	$ 900.
10	1001946	Dock St. Theater, 135 Church St., 5 Stop	5	$ 95.00	$ 1,400.
11	1001947	Dock St. Theater, 135 Church St., 5 Stop	5	$ 95.00	$ 1,400.
12	1001948	Dock St. Theater, 135 Church St., 2 Stop	2	$ 75.00	$ 900.
13	1000259	East Bay & Prioleau St. Garage, 25 Prioleau St.	4	$ 75.00	$ 900.
14	1000357	Eastside Community Center, 1 Cooper St.	3	$ 75.00	$ 900.
15	1001148	Family Circle Tennis Center, Daniel Island	2	$ 70.00	$ 840.
16	1001134	Family Circle Tennis Center, Daniel Island	2	$ 70.00	$ 840.
17	1000005	Finance (BFRC), 116 Meeting St.	3	$ 70.00	$ 840.
18		Fire Department Chair Lift, 46 1/2 Wentworth St.		$ 10.00	$ 120.
19	1002090	Fire Department Station #9,1451 King St.	2	$ 75.00	$ 900.
20	1000817	Gaillard Garage, 32 Alexander St.	5	$ 75.00	$ 900.
21	1000818	Gaillard Garage, 32 Alexander St.	5	$ 75.00	$ 900.
22	1000819	Gaillard Garage, 32 Alexander St.	5	$ 75.00	$ 900.
23	1002242	Gaillard Center & MOB, 2 George St.	3	$ 170.00	$ 2,040.
24	1002244	Gaillard Center & MOB, 2 George St.	3	$ 170.00	$ 2,040.
25	1002245	Gaillard Center & MOB, 2 George St.	3	$ 170.00	$ 2,040.
26	1002286	Gaillard Center & MOB, 95 Calhoun St.	7	$ 170.00	$ 2,040.
27	1002288	Gaillard Center & MOB, 95 Calhoun St.	8	$ 170.00	$ 2,040.
28	1002294	Gaillard Center & MOB, 95 Calhoun St.	5	$ 170.00	$ 2,040.
29		Gaillard Center & MOB, 95 Calhoun St. (Handicap Lift)		$ 25.00	$ 300.
30	1000011	Hassell Street Garage (Charleston Place), 85 Hassell St.	4	$ 75.00	$ 900.
31	1000017	Hassell Street Garage (Charleston Place), 85 Hassell St.	4	$ 75.00	$ 900.
32	1001395	Lockwood Municipal Complex, 180 Lockwood Blvd.	2	$ 75.00	$ 900.
33	1001396	Lockwood Municipal Complex, 180 Lockwood Blvd.	2	$ 75.00	$ 900.
34	1001397	Lockwood Municipal Complex, 180 Lockwood Blvd.	2	$ 75.00	$ 900.
35	1000893	Majestic Square Garage, 158 Market St.	4	$ 75.00	$ 900.
36	1000894	Majestic Square Garage, 158 Market St.	4	$ 75.00	$ 900.
37	1000855	Marion Square Garage, 399 King St.	6	$ 75.00	$ 900.
38	1000369	Maritime Center Bldg., 10 Wharfside St.	2	$ 75.00	$ 900.
39	1001094	Market Hall, Daughters of Confederacy, 188 Meeting S	2	$ 45.00	$ 540.
40		Old Slave Mart Museum, 8 Chalmers St.	2	$ 45.00	$ 540.
41	1000358	Police Department, 180 Lockwood Blvd.	2	$ 70.00	$ 840.
42	1000505	Police Department, 180 Lockwood Blvd.	2	$ 70.00	$ 840.
43		Police Department, 3545 Mary Ader Ave.	2	$ 70.00	$ 840.

City of Charleston Elevator Locations

44	1001693	Queen Street Garage, 93 Queen Street	4	$ 75.00	$ 900.
45	1001678	St. Phillip St. Garage (College), 34 St. Phillip St.	6	$ 75.00	$ 900.
46	1000815	VRTC Parking Complex, 73 Mary St.	5	$ 75.00	$ 900.
47	1000816	VRTC Parking Complex, 73 Mary St.	5	$ 75.00	$ 900.
48		Wentworth Garage, 81 Wentworth St.	3	$ 75.00	$ 900.
49		Wentworth Garage, 81 Wentworth St.	3	$ -	$ -
		TOTAL		$3,955.00	$47,980.

Bid #: 16-P014R **Vendor:** American Elevator Co

Offeror's Elevator Maintenance Services Pricing Pages

Provide labor rates for Emergency Repairs or Vandalism:

Regular Time $ 115.00 /hour

Overtime $ 157.00 /hour

COMMITTEE / COUNCIL AGENDA

3j.)

TO: John J. Tecklenburg, Mayor

FROM: Steve Bedard DEPT. BFRC

SUBJECT: EQUIPMENT

REQUEST: Approval to purchase Equipment for the Gaillard Performance Center & Exhibition Hall from Conference Technologies, Inc., 11653 Adi Rd., Maryland Heights, MO 63043. GSA# GS-03F-0124Y

COMMITTEE OF COUNCIL: Ways & Means DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
BFRC	X	☐		☐
Procurement Director	X	☐	Gary Cox	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 051346 Account #: 52725

Balance in Account $432,611 S. Myers 6/10/16 Amount needed for this item $42,319.36

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

CONFERENCE TECHNOLOGIES, INC

April 20, 2016

GSA Quote

Jeff Human
Head Audio
The Charleston Gaillard Center
jhuman@gaillardcenter.com
cell: 828-817-3740

Conference Technologies Quote # Gaillard Center, JHuman, Allen.QSC, 4-20-16

DUNS # 619503634

GSA # GS-03F-0124Y

Qty	Mfg	Model	Description	Unit	Extended
1	Gator Case	G-TOUR-GRC12X12	case	$ 467.00	$ 467.00
1	Allen & Heath	AH-QU-16C	digital audio mixer	$ 1,648.00	$ 1,648.00
1	Allen & Heath	AH-RK-QU16	rackmount	$ 46.00	$ 46.00
1	Allen & Heath	AP-9262	dust cover	$ 37.00	$ 37.00
1	Allen & Heath	AH-LEDLAMP-X	lamp	$ 81.00	$ 81.00
1	Allen & Heath	AH-AB-168	stage box	$ 879.00	$ 879.00
8	QSC	KLA-12BK	speaker	$ 1,394.00	$ 11,152.00
4	QSC	KLA12AF-12	line array frame	$ 630.00	$ 2,520.00
4	QSC	KLA-181	sub woofer	$ 1,486.00	$ 5,944.00
4	QSC	KLA-181Cover	cover	$ 79.00	$ 316.00
8	QSC	KLA-12 Tote	tote	$ 74.00	$ 592.00
4	QSC	K-12	powered speaker	$ 648.00	$ 2,592.00
4	QSC	K12-tote	bag	$ 68.50	$ 274.00
4	QSC	M10 Kit-C	eyebolt suspending kit	$ 34.00	$ 136.00
1	Shure	ULXD4Q	4 ch wireless receiver	$ 4,064.00	$ 4,064.00
4	Shure	ULXD2/KSM9	wireless mic transmitter	$ 917.00	$ 3,668.00
4	Shure	ULXD1	wireless body transmitter	$ 385.00	$ 1,540.00
1	Shure	SBC800	8 bay battery charger	$ 86.00	$ 86.00
4	Shure	SB900	battery	$ 86.00	$ 344.00
2	Whirlwind	MS-6-M-NR-050	XLR to box snake 50'	$ 177.00	$ 354.00
6	Sescom	IL-19	XLR in line transformer	$ 41.00	$ 246.00
4	Radial	J48S	stereo direct box	$ 272.00	$ 1,088.00
4	K&M	KM-25910B	12" mic stand	$ 69.00	$ 276.00
2	Sennheiser	e609silver	guitar mic	$ 91.00	$ 182.00
1	Denon	DN-700C	CD/Media player	$ 472.00	$ 472.00
				Subtotal	$ 39,004.00

CONFERENCE TECHNOLOGIES, INC

April 20, 2016

	Shipping	Included
	Total	**$ 39,004.00**

Delivery 10 ARO

Terms & Conditions:

Quotation valid for 60 days. Terms are net 30, MasterCard, or Visa.
Restocking fees may apply to all returned or canceled orders.
Please call with any questions.

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Federal Government and GSA Sales
msivesind@conferencetech.com
Phone: 314-993-1400 Ext. 1194
Fax: 855-329-2844

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor

FROM: Amy Wharton **DEPT.** BFRC

SUBJECT: POLICE DEPARTMENT-U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAM'S-BUREAU OF JUSTICE ASSISTANCE

REQUEST: To approve submission of the 2016 Edward Byrne Memorial grant application to OJP (FY16 Allocation: $21,387) for Automated License Plate Readers (ALPR's). The ALPR cost is $25,898.

COMMITTEE OF COUNCIL: W&M **DATE:** June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☒
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	X	☐		☐
Grants Manager	X	☐	Cherie-Ann Cox	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: 6/9/16

FISCAL IMPACT:

A match of $4,511 will be budgeted for FY 2017.

Mayor's Signature:

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Edward Byrne Memorial JAG Program
FY16 Local Solicitation: Northbridge ALPR System
Applicant: City of Charleston, SC
CFDA: 16.738

Project Abstract

Expansion of Charleston Police Department ALPR Systems

Through the use of 2016 Edward Byrne Memorial JAG funding, the **Charleston Police Department (CPD)** seeks to expand upon previous Automated License Plate Reader (ALPR) installations by supporting the **Northbridge ALPR Project**. The Department currently maintains 3 ALPR installations on 3 major roadways. The FY16 Byrne JAG Grant application for **$25,898** is intended to build upon existing capabilities and to equip a highly trafficked exit point of the City of Charleston.

An Automated License Plate Reader (ALPR) is a proven police technology tool used to focus a variety of criminal investigations. By automatically capturing and reading images of vehicle license plates, ALPR's correlate crimes with suspects fleeing the scene into neighboring jurisdictions. With today's emphasis on 21st Century policing, ALPR's provide an important purpose. The photographic evidence that ALPR's provide supports testimonies in court, correlates activities with possible suspects, and bolsters requests for mutual aid when fighting multijurisdictional crime.

The CPD's current ALPR systems seamlessly connect to the City's Municipal Emergency Operations Center (MEOC) and Police Headquarters. Federal and state law enforcement can access the ALPR photos through the SLED portal. Therefore, this add-on would improve upon services for a multitude of federal, state, and local operations.

This 12-month project would fund a 3-camera ALPR System installation on the "Northbridge," or the Northbound lanes of the Cosgrove Bridge-SC Highway 7. The 1 site installation would cover 3 lanes of traffic headed out of the CPD jurisdiction towards I-26 East/West. The primary grant activities for this project will be procuring and installing the camera system, and tracking the effects of ALPR's in operation.

Project Identifiers

1. AUTOTHEFT
2. COMPUTER SOFTWARE/HARDWARE
3. ELECTRONICMONITORING
4. EQUIPMENT -- VIDEO/AUDIO
5. LICENSE PLATE READERS
6. ORGANIZEDCRIME
7. WHITECOLLARCRIME
8. REPEATOFFENDER
9. SURVEILLANCE
10. VEHICLE TAG MONITORING

Program Narrative
Edward Byrne Memorial JAG Program
FY16 Local Solicitation: Northbridge ALPR System
Applicant: City of Charleston, SC
CFDA: 16.738

Introduction

The Edward Byrne Memorial JAG program allows Law Enforcement Agencies (LEA's) the opportunity to more consciously and systematically advance the use of police technology in justice practices. As one of the largest law enforcement agencies in South Carolina, the Charleston Police Department (CPD) is leading South Carolina in 21st century policing. From 2009-2012, the CPD installed ALPR systems in highly trafficked roadways leading to the Port of Charleston. In 2014, the CPD began its body-worn camera program, currently in its completion stages. Finally, the CPD employs hotspot policing methods using ArcGIS for its weekly COMSTAT meetings. In conclusion, the department acquires, installs, and consistently employs technology that would aid in the interdiction of criminal activity. *This application requests funding to expand the preexisting ALPR network. The objective is to install a 3-camera system on the outbound lanes of the "Northbridge," or Cosgrove Bridge/US Highway 7 in order to better interdict criminal suspects exiting the City's jurisdiction.*

City of Charleston

There are an estimated 133,579 residents living within the corporate limits of the City of Charleston [See: City Roadway Map]. The Charleston Metropolitan Statistical Area (MSA), comprising Charleston, Berkeley, and Dorchester Counties (Tricounty area), has a population of over 712,000. The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Residents of the Tri-county area commute to the City of Charleston for work, business, recreation, and worship on a regular basis. Additionally, *Conde Nast* and *Travel & Leisure* magazines have named the City of Charleston the #1 destination for the past 3 years. The distinction has contributed to increased overall growth. Charleston is now 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

Statement of the Problem

The City of Charleston Police has taken great lengths to address crime. In fact, from 2010-2013, Chief Gregory Mullen has reduced the rate of violent crime by 75% [See: Violent Crime Summary]. Despite this success, the characteristics of the city are changing and therefore, the types of crime that officers face. The growth in commerce and urban density has attracted a theft and financial crime element. This places additional demand on the department when insuring public safety of Charlestonians and visitors.

From 2010-2013, the City population increased by 30%. Charleston has also grown geographically. From 2010-2015, the City annexed 1,629.81 acres of land, according to City-produced "Fast-Facts" Reports. Much of the growth occurs in large West Ashley area of the City. This land, which lies west of the Ashley River, also sees the most criminal activity in the jurisdiction. The City has 3 ALPR installations but, lacks an installation in the West Ashley area

(see chart below) on the exit point to Interstate 26. The size and demographic growth of West Ashley demands additional surveillance tools.

	City of Charleston Police Department-Active ALPR Systems			
Installation	Location	One Lane	Two Lanes	Three Lanes
1	**East Bay Street**			
2	**US-17**			
3	**I-526**			

The heavily trafficked roads and burgeoning commercial activity have attracted a criminal element to the area [See: Team 4 Compstat Crimes]. The total number of robberies in 2015 was 90. Twenty-seven offenses or 30% occurred in West Ashley. The total number of aggravated assaults in 2015 was 162. Over 37 % occurred in West Ashley. Finally, West Ashley experienced over 40% of nonviolent crimes in Charleston, e.g. burglary, Motor Vehicle Theft, and Theft from a Motor Vehicle. The high rate of incidents for these crimes demonstrates the issues that West Ashley citizens face.

Crime analyst reports indicate that the majority of these offenders have addresses associated outside the City limits. By placing ALPR technology to monitor the exit point of West Ashley onto the interstate or neighboring North Charleston, the Department could insure swifter interdiction of offenders fleeing into neighboring municipalities. Moreover, the time-stamped photo of a suspect's license plate is prime evidence used to support the issuance of warrants and the activation of mutual aid requests. In conclusion, an investment in Automated License Plate Readers would assist in these criminal investigations for West Ashley and support security for all citizens in Charleston.

Project Design & Implementation

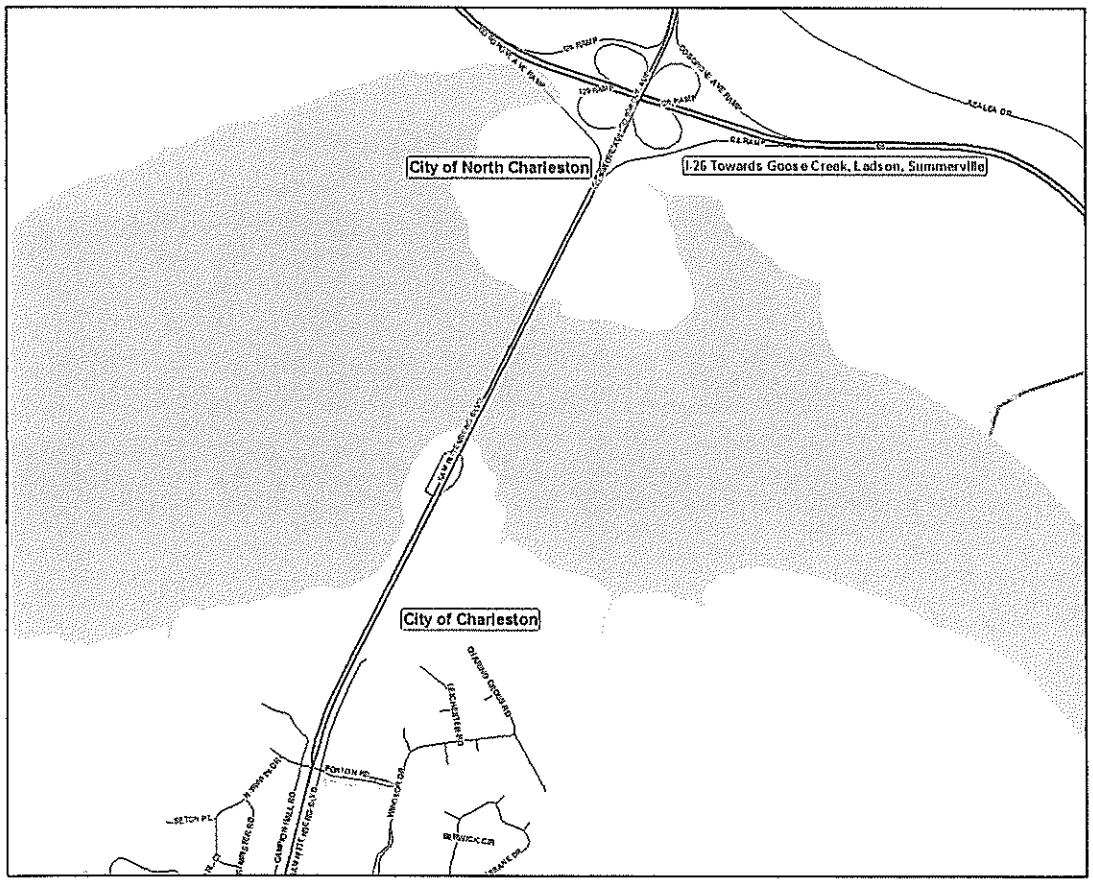
The CPD proposes the Northbridge ALPR Project to address the geographical gaps in coverage, the criminal activity in the West Ashley area, and the need for special event monitoring. ALPR's provide real time data that will be available to the Crime Analysis Unit, incident command (IOC or other), and partner when needed. *The Northbridge ALPR Project would acquire, install, and connect a system on 3 lanes exiting the West Ashley boundary of the City of Charleston.*

The ALPR technology currently used by the CPD enhances the Department's ability to covertly collect license plate data pertaining to ongoing criminal investigations and expand our current investigative abilities. The CPD would acquire an ALPR system that is compatible with its other installations (NDI) [See: Product Description]. Its current vendor is the same company

currently used by the South Carolina Interagency Operations Center (SCIOC). NDI offers a system approach where information is processed in the field. However, their technology also allows images to be centrally stored and shared with other authorized ALPR users and through a secure interface managed by the State Law Enforcement Division (SLED). Therefore, ALPR data can be accessed by SLED for state investigations, at Project SEAHAWK's IOC during the annual Cooper River Bridge run, as well as any other law enforcement agency with access to the SLED web portal. If awarded, this technology has proven interoperability.

The 3-camera ALPR system would be installed on the Northbound lanes of Highway-7 on the Cosgrove bridge (see below). This large roadway is the closest exit point to I-26 towards neighboring Berkeley and Dorchester counties. It also crosses the boundary between the City of Charleston and the City of North Charleston [See: Police Team Map]. The units will be deployed in the City of Charleston to allow the Charleston Police Department to identify potential threats to the public and/or critical infrastructure. The units will be used to monitor traffic egressing the City and a very high-risk area of the Charleston MSA.

"Northbridge"
Cosgrove Bridge/US Highway 7/Sam Rittenburg Blvd



ALPR's would support investigations in the West Ashley area. In cases of a domestic violence homicide, the ALPR image could inform the investigators if and when the offender attempted to leave town. In Charleston's recent case of credit card skimmers, images of the license plate at taken at several gas stations could be matched with ALPR results. The system would also be pertinent in the interdiction of bank robbery and auto-theft, an on-going issue in West Ashley. Currently, one ALPR system is installed on I-526, the only other upper-West Ashley exit to the interstate. By installing a system on the Northbridge, the CPD could address the possibility of offenders fleeing in opposite direction. In sum, this equipment will greatly enhance the recovery capabilities during incidents by providing real time information and mitigating gaps in areas that are do not currently have camera coverage.

Capabilities & Competencies

City of Charleston Police Department
The CPD has been accredited by CALEA (Commission on Accreditation of Law Enforcement Agencies) since 1991. The Department strives to maintain the highest level of professionalism as it serves and protects the public. To this end the CPD works with various local, state, and federal organizations and agencies to reduce incidents or crime and fear of crime. Its jurisdiction falls within Charleston and Berkeley counties, and covers the majority of Charleston's historical and business districts. The CPD is one of the larger LEA's in South Carolina, with 458 sworn officers and 117 civilian administrators and analysts.

Lieutenant Peter Farrell
Technology Commander, Project Manager
Lieutenant Peter Farrell, who currently serves as the Crime Information Operations Center (CIOC) Commander, joined the Charleston Police Department full-time in 1995. He has served in many leadership roles, such as the Command Duty Officer and the Property Crimes Unit Commander in the Central Investigations Unit. Due to the increased dependence on justice-related technology, Lt. Farrell was appointed the CPD Technology Commander in March 2015. Immediately upon his appointment, Lt. Farrell formed the Technology Workgroup. This workgroup focuses on communication and interoperability of CPD technology, e.g. ALPR's, City CCTV, IRSA In-Car and BWC's. It consists of both officers and City IT representatives. Lt. Farrell is the CPD representative to IT and represents police technology budget and programmatic requests to the Chief of Police, Gregory Mullen.

Ann-Marie Quinn, M.P.A.
Grants Coordinator
All justice-related grants are managed with a Department-designated grants coordinator, charged with donor communications, asset management, progress reporting, and monitoring. The City of Charleston also employs a Grants Compliance Manager who oversees all federal and non-federal grant monies for the city, and who acts as an additional level of oversight for grant compliance. Finally, the City has designated a Senior Grants Accountant that tracts grant-related procurement and financial reporting.

Program Narrative
Edward Byrne Memorial JAG Program
FY16 Local Solicitation: Northbridge ALPR System
Applicant: City of Charleston, SC
CFDA: 16.738

Performance Measures & Data Collection

The City of Charleston Police Department understands the performance requirements for those applicants that receive funding. In order to demonstrate project and to measure success, the Project Manager will collect the following data, detailed below:

Objective	Performance Measures	Data Grantee Provides
Expand ALPR coverage.	ALPR system on the Northbridge is purchased and installed.	Procurement data on purchase [Copy of Purchase Order]. Grant reports certifying ALPR system is installed [Including Photo].
Increase the ability to covertly collect data pertaining to ongoing criminal investigations.	Testing and live access of ALPR image feed.	Grant reports certifying the Northbridge ALPR system is functional.
Improved coverage for all law enforcement agencies in Charleston.	Number of agencies notified.	Copy of internal memo to partner agencies on new capabilities.

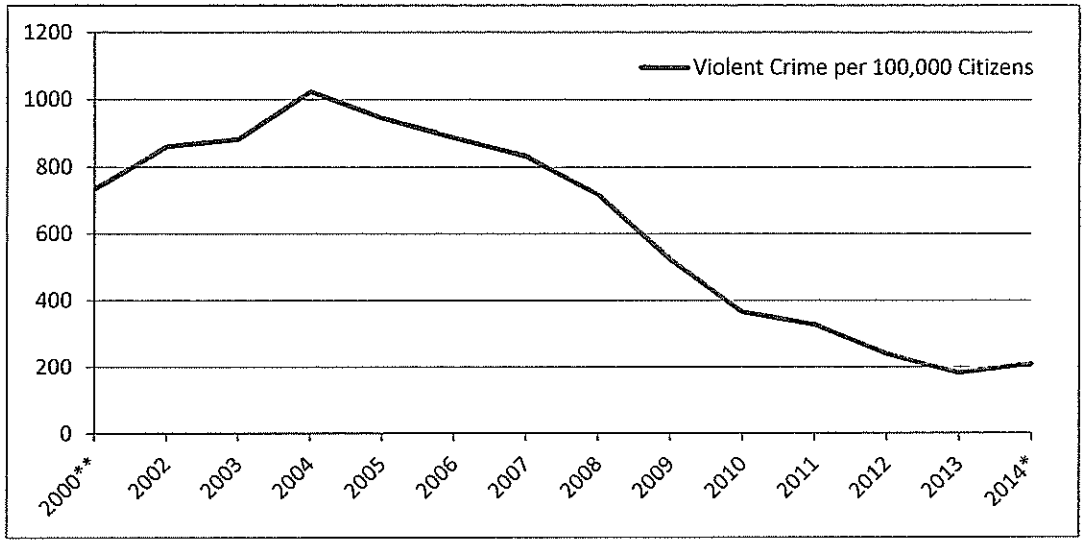
Program Narrative Addenda

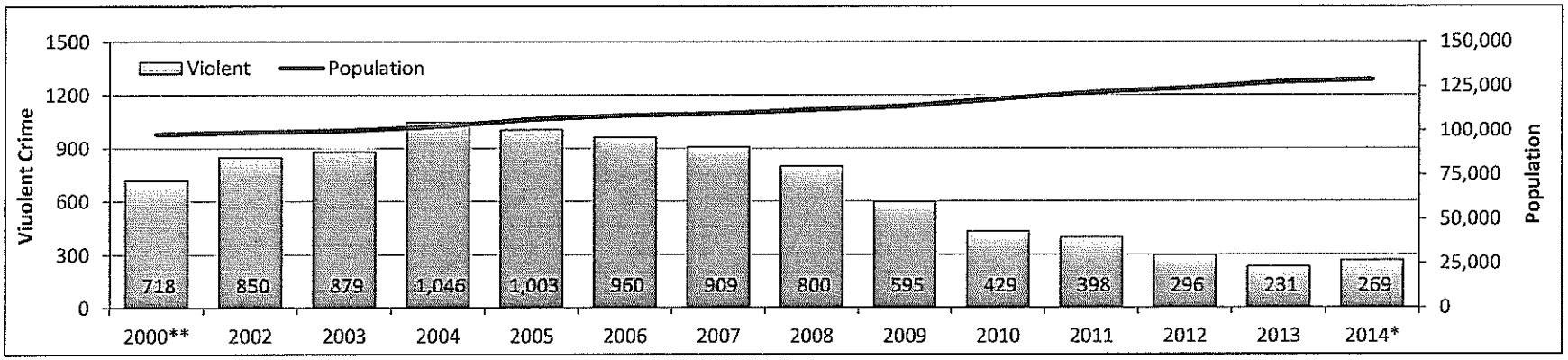
1. City Roadways Map
2. Violent Crime Summary
3. Team 4 Compstat Crimes
4. Product Description
5. Police Team Map

FBI Reported Violent Crime for the City of Charleston

Report Year 2001 - 2014

Year	Population	Violent	Per100k
2000**	97,879	718	733.6
2002	98,942	850	859.1
2003	99,756	879	881.2
2004	102,264	1,046	1,022.8
2005	106,307	1,003	943.5
2006	108,371	960	885.8
2007	109,382	909	831.0
2008	111,645	800	716.6
2009	113,681	595	523.4
2010	117,551	429	364.9
2011	121,481	398	327.6
2012	123,856	296	239.0
2013	127,206	231	181.6
2014*	128,700	269	209.0
Total		9,383	





** FBI UCR Table 8 does not provide accurate data for 2001 (listed as 386) so the 2000 total was used for this summary

* 2014 numbers are unofficial from RMS and are subject to further revision

* 2014 population estimate provided by City Finance

Team 4 Compstat Crimes

January 1, 2013 - December 31, 2015

Offense	2013	%*	2014	%*	2015	%*
Violent						
Aggravated Assault	49	*43%*	52	*35%*	60	*37%*
Homicide	4	*57%*	0	*0%*	2	*25%*
Robbery	27	*37%*	37	*46%*	27	*30%*
Sex Offense Forcible Rape	10	*33%*	6	*30%*	15	*43%*
Total Violent	90	*40%*	95	*37%*	104	*35%*
Nonviolent						
Burglary / Breaking and Entering	136	*43%*	119	*37%*	134	*40%*
Motor Vehicle Theft	86	*54%*	78	*45%*	109	*41%*
Theft from Motor Vehicle	204	*40%*	235	*41%*	264	*46%*
Total Nonviolent	426	*43%*	432	*41%*	507	*43%*
Total	**516**	***43%***	**527**	***40%***	**611**	***42%***

City Wide Compstat Crimes

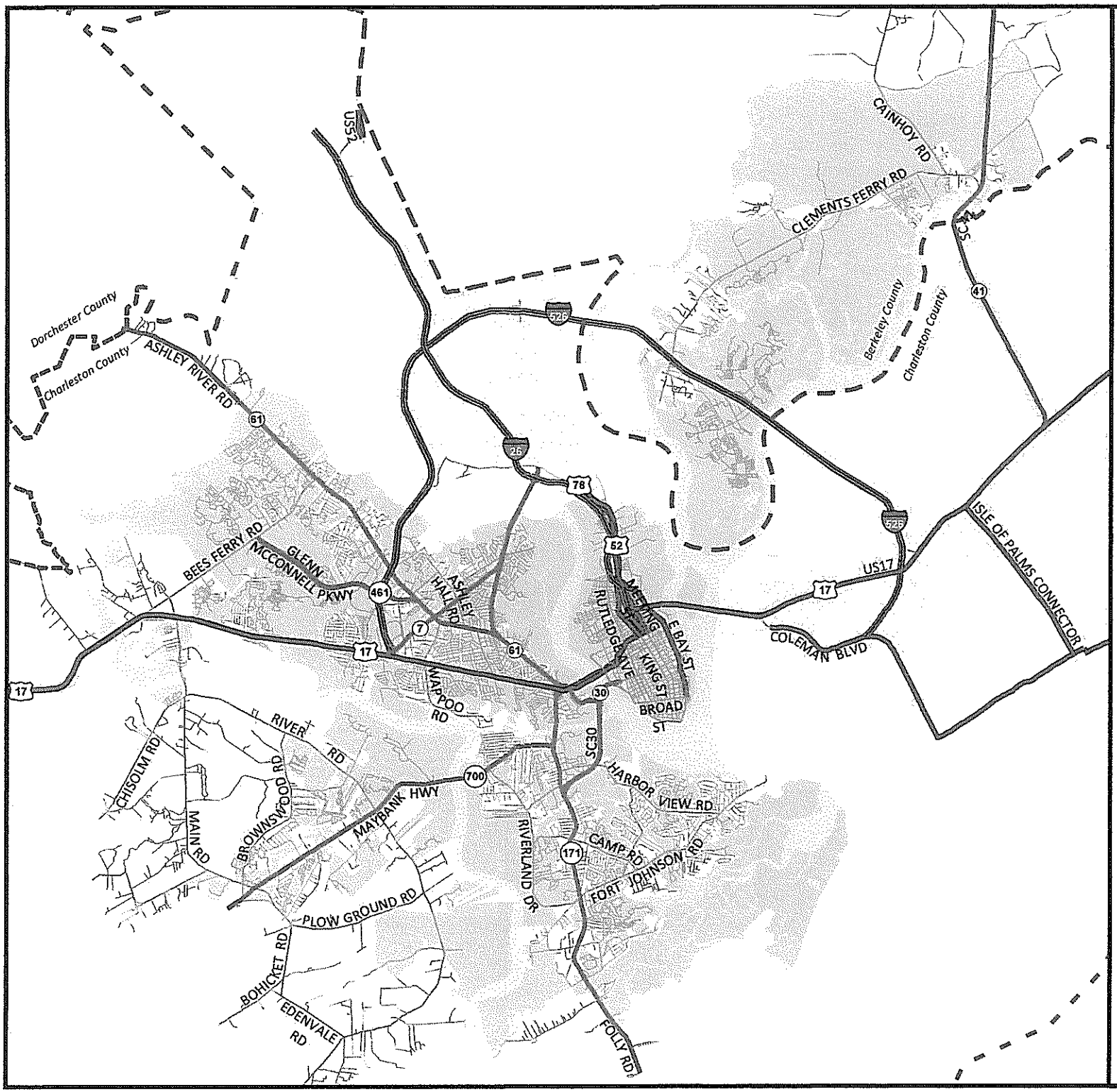
January 1, 2013 - December 31, 2015

Offense	2013	2014	2015
Violent			
Aggravated Assault	115	150	162
Homicide	7	9	8
Robbery	73	81	90
Sex Offense Forcible Rape	30	20	35
Total Violent	225	260	295
Nonviolent			
Burglary / Breaking and Entering	316	324	339
Motor Vehicle Theft	158	174	269
Theft from Motor Vehicle	512	567	569
Total Nonviolent	986	1065	1177
Total	**1211**	**1325**	**1472**

*Percentage of T4 Offenses Compared to Overall City Offenses

Created by CIU (2152) June 6, 2016
Source: RMS Database, unfounded cases excluded

Corporate Limits
City of Charleston



BCD County Boundaries
Interstates
US Highways
State Highways
Collector roads
Streets
Pedestrian street
Charleston County streets
Water
City of Charleston

1 in = 2.84 miles

0 5,000 10,000 20,000
Feet

0 1 2 4
Miles

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N
W E
S

Corporate Limits data current to 3/22/2016
Map created 4/26/2016

City of Charleston
Department of Information Technology
GIS Division
2 George St, Suite 2800
Charleston, SC 29401
www.charleston-sc.gov

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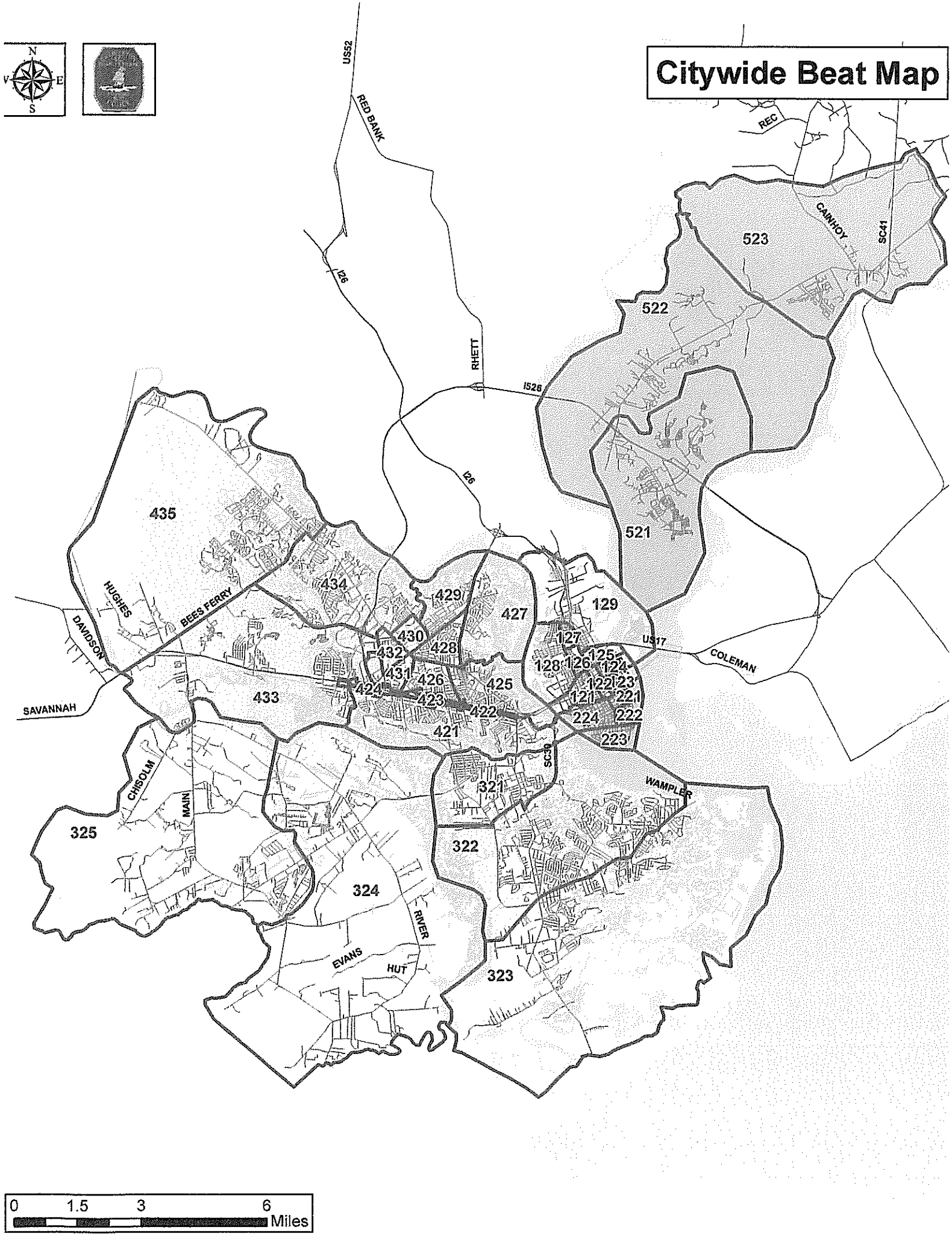
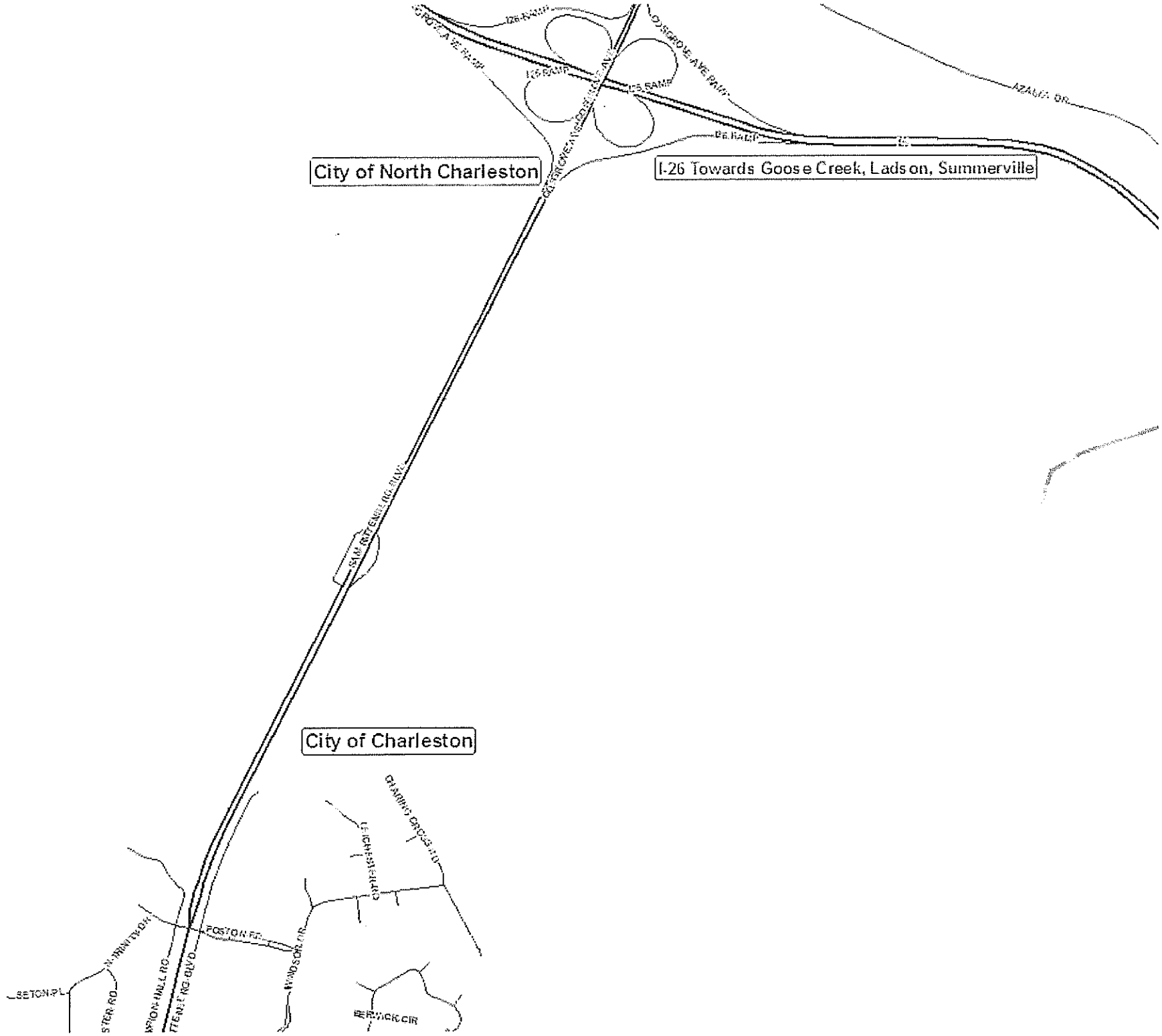
Citywide Beat Map




City of North Charleston
I-26 Towards Goose Creek, Ladson, Summerville
City of Charleston
I-26 RAMP
I-26 RAMP
I-26 RAMP
I-26 RAMP
AZALEA DR
SAM RITTENBERG BLVD
POSTON RD
WINDSOR DR
BERWICK CIR
SETON PL

Edward Byrne Memorial JAG Program
FY16 Local Solicitation: Northbridge ALPR System
Applicant: City of Charleston, SC
CFDA: 16.738

Applicant Disclosure of Pending Applications

Federal or State Funding Agency	**Solicitation Name/Project Name**	**Name/Phone/Email for Point of Contact at Funding Agency**
South Carolina Department of Public Safety (SCDPS)	SCDPS 2016 Justice Assistance Grant/Criminal Domestic Violence Investigator (Continuation)	Bonnie Burns 803-896-8707 bonnieburns@scdps.gov
South Carolina Department of Public Safety (SCDPS)	SCDPS 2016 Justice Assistance Grant/Fingerprint Recovery Initiative (Forensic Equipment & Laboratory Supplies)	Bonnie Burns 803-896-8707 bonnieburns@scdps.gov
South Carolina Department of Public Safety (SCDPS)	SCDPS 2016 Highway Safety/Traffic Enforcement Program (2 Traffic Officers Salaries, Equipment, & Training)	Bonnie Burns 803-896-8707 bonnieburns@scdps.gov
South Carolina Department of Public Safety (SCDPS)	SCDPS 2016 VOCA /Elder Victim Advocate (Salary, supplies, & training)	Bonnie Burns 803-896-8707 bonnieburns@scdps.gov
South Carolina Department of Public Safety (SCDPS)	SCDPS 2016 VAWA/ Enhanced DNA Collection (Equipment & Training)	Bonnie Burns 803-896-8707 bonnieburns@scdps.gov
Department of Justice (DOJ) Office on Violence Against Women (OVW)	DOJ-OVW 2016 End Abuse In Later Life Grant Program/ Enhancing Knowledge & Services for Victims of Elder Abuse in Charleston, SC (Project Coordinator Salary, Training, Contractual Services, etc)	Program Office (202) 307-6026 OVW Elder Programs OVW.Elder@usdoj.gov
Department of Justice (DOJ) Bureau of Justice Assistance (BJA)	2016 Bulletproof Vest Partnership	BVP Help Desk 1-877-75-VESTS
Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)	FY16 Port Security Grant Program: Port Security CBRNE Prevention, Protection, Response & Recovery (Equipment, Supplies & Training)	Matthew Patterson Program Analyst Port Security Grant Program DHS/FEMA/GPD/Preparedness Grants Division Office: (202) 786-0870 matthew.patterson@fema.dhs.gov
Department of Homeland Security (DHS) - South Carolina Law Enforcement Division (pass-through entity)	FY16 SLED-State Homeland Security Grant Program - CPD Dive Response Unit Category Enhancement Project (Equipment)	Chris Simpson csimpson@sled.sc.gov

Three Camera ALPR Total Project Budget

Proposed Location: Northbridge

A. **Personnel** None

B. **Fringe Benefits** None

C. **Travel**

Product	Item	Unit Price	Tax	Total
	Total			$ -

D. **Equipment**

Product	Item	Unit Price	Tax	Total
1	VeriPlate three Camera Static/Fixed LPR System using NDI's C320-810nm dual lens LPR camera (Color & IR) variable focal lenses and IR illumination.IP68 rated, FCC/CE approved, power supply, SCIV-four camera processor, with comms. and cellular modem	$ 23,868.75	$ 2,028.84	$ 25,898
3	C3-01-ALPR Cables in Custom Lengths from 5M to 20M (Prices/Lengths: $335./5M, $450./10M,$565./15M,$670./20M)	$ 335.00	$ 28.48	$ 1,090
3	Fixed Camera Mounting Brackets (Wall, Pole, etc)	$ 315.00	$ 26.78	$ 1,025
1	Web Based VISCE Software connected to SLED Server	$ 4,500.00	$ 382.50	No Charge
1	On-Site Engineering Services (Installation, Configuration and Commissioning $1,800/Day)	$ 1,800.00	$ 153.00	$ 1,953
1	Shipping and/or Freight to Agency	TBD	$ -	Included
1	Travel & Living Costs associated w/Installation, Configuration and Training	TBD	$ -	Included
1	1st Year Manufacturer Warranty Included at "No-Charge"	$ -	$ -	Included
	Subtotal			**$ 29,966**

E. **Supplies**

Product	Item
	None
	Total

F. **Construction**

Product	Item			
	None	$ -	$ -	$ -
	Total			**$ -**

G. **Contracts**

Product	Item			
1	Electrician	$ 1,400.00	$ 119.00	$ 1,519
12	Verizon Service (3 cameras)	$ 38.00	$ 3.23	$ 495
	Total			**$ 2,014**

H. **Other**

Product	Item
	None
	Total

GRAND TOTAL	Upgraded Annual Support Agreement; GOLD Support Agreement *Renewed Annually Starting Year 2* is 16% of Capital Investment or, $4,131.00	**1st Year Total** **$ 31,980**

2016 Grant Allocation		**$ 21,387**
2016 Byrne JAG Request		**$ 25,898**
2017 Overmatch		**$ 4,511**
2017 CPD Budget Request		**$ 6,083**

FY 16 Edward Byrne JAG
Grant Budget Narrative

A. **Personnel**

No personnel costs are requested with this application.

B. **Fringe Benefits**

No fringe benefits costs are requested with this application.

C. **Travel**

No travel is requested with this application.

D. **Equipment**

Automated License Plate Readers (ALPR) (3 Count) & Accessories

This installation includes 3-camera ALPR System with related power supply, camera processor, communication equipment and cellular modem. This is a fixed ALPR with zoom and illumination features that allow for optimal image capture in a variety of weather conditions. The latest editions feature technology that counteracts bright sunlight and blinding beams from vehicle headlights. The ALPR can capture license plate images from up to 150 feet away. Moreover, the ALPR is compatible with existing systems. The four-camera processor can store over 1 million images locally, and includes GPS coordinates and time stamps for every image.

E. **Supplies**

No supplies are requested with this application.

F. **Construction & Facilities**

No construction costs are requested with this application.

G. **Consultants/Contracts**

No consultants/contracts costs are requested with this application.

H. **Other Costs**

I. **Indirect Costs**

Budget Summary		
Category	Amount	
A. Personnel	$	-
B. Fringe Benefits	$	-
C. Travel	$	-
D. Equipment	$	25,898
E. Supplies	$	-
F. Construction	$	-
G. Consultants/Contracts	$	-
H. Other	$	-
Total Direct Costs	$	-
I. Indirect Costs	$	-
TOTAL PROJECT COSTS	**$**	**25,898**

Federal Share $ **21,387**

Non-Federal Share $ **4,511**

City of Charleston
SOUTH CAROLINA

POLICE DEPARTMENT

John J. Tecklenburg
Mayor

GREGORY G. MULLEN
Chief of Police

June 13, 2016

Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street, NW
Washington, DC 20531

RE: FY16 Edward Byrne Memorial JAG Program: Local Solicitation

This letter serves as an assurance that the City of Charleston Police Department (CPD) has reviewed its proposal to identify any research integrity issues (including all principal investigators and sub-recipients) and it has concluded that the design, collaborations and reporting of this federally funded project will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or sub-recipients responsible for the research and evaluation or on the part of the applicant organization.

The CPD believes that no potential personal or organizational conflicts of interest exist. The Information Technology Department will be working jointly with the CPD in developing video data transfer and storage in an effort to maintain data privacy and mutual accountability.

Specific processes and procedures are in place to identify potential personal or financial conflicts of interest on the part of CPD staff, consultants, and/or sub-recipients for this grant-funded project.

Firstly, grant proposals undergo a departmental and city level budget and compliance review process. Approved applications are then submitted for public review on the City Council Agenda. Once councilmembers have reviewed the application, it is allowed to be submitted to the granting agency for consideration.

Secondly, the City of Charleston Human Resources Department has established policies on employee ethics that cover conflicts of interest, questionable payments, and other forms of unethical conduct. In addition, the City allows for a formal grievance procedure for employees who have a complaint regarding unfair or unlawful action taken in violation of legal rights or privileges under City policies.

Respectfully,

Gregory Mullen, Chief of Police

180 LOCKWOOD BLVD., CHARLESTON, SOUTH CAROLINA 29403, 843-577-7434
AN EQUAL OPPORTUNITY EMPLOYER

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2018

FINANCIAL MANAGEMENT AND SYSTEM OF INTERNAL CONTROLS QUESTIONNAIRE

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means

(7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address: City of Charleston, South Carolina

80 Broad Street
Charleston, SC
29401-2901

2. Authorized Representative's Name and Title: John J. Tecklenburg, Mayor

3. Phone: 843 - 724 - 3737 ext.	4. Fax: 843 - 720- 3827	5. Email: tecklenburgj@charleston

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1783	57 - 6000226	77 - 99 - 786

9. Type of Organization:

☐ State ☒ Municipality ☐ Non-Profit ☐ Higher Education ☐ Tribal ☐ For-Profit ☐ Other

AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has had the undergone the following types of audit(s)(Please check all that apply):

☒ OMB A-133 Single Audit ☐ Financial Statement Audit ☐ Defense Contract Agency Audit (DCAA)

☐ None

☐ Programmatic Audit & Agency:_____

☐ Other Audit & Agency:_____

11. Fiscal Year of Last Audit: 2014	Name of Audit Agency/Firm: Elliott Davis, LLC

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

☐ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings: None
Please enter the amount of questioned costs: $ 0

Were material weaknesses noted in either the Financial Statement or Single Audit? ☐ Yes ☒ No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:
☐ Manual ☐ Automated ☒ Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?	☒ Yes ☐ No ☐ Not Sure
15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure
17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?	☒ Yes ☐ No ☐ Not Sure
18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?	☒ Yes ☐ No ☐ Not Sure
19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?	☒ Yes ☐ No ☐ Not Sure

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

PROPERTY STANDARDS	
20. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
PROCUREMENT STANDARDS	
21. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	☒ Yes ☐ No ☐ Not Sure
22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?	☒ Yes ☐ No ☐ Not Sure
23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? https://www.sam.gov/	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does your organization: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation? (FTR) ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A (Your organization does not make subawards.)

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors, or similar position.

Name: Amy K. Wharton Amy K. Wharton Date: 6/13/2016

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman ☒ Other: Interim CFO

Phone: 843 - 579 - 7596 ext.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Amy K. Wharton **DEPT.** BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM

REQUEST: To accept a grant from SCPRT in the amount of $4,500 for the 2016 MOJA Arts Festival

COMMITTEE OF COUNCIL: W&M **DATE:** June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Frances Cantrell for Adelaide Andrews	☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	☐	☐		☐
Grants Manager	☐	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 6/9/16

FISCAL IMPACT:

City match in the amount of $13,636.36 is required. Match will come from A-Tax funds

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

South Carolina
Just right.

South Carolina Department of
Parks, Recreation & Tourism

Nikki Haley
Governor

Duane N. Parrish
Director

May 24, 2016

Gordon Rooney
City of Charleston Office of Cultural Affairs
75 Calhoun ST, STE 3800
Charleston, SC 29401

Dear Gordon,

Congratulations! The South Carolina Department of Parks, Recreation & Tourism has completed the review process for the Tourism Advertising Grant (TAG) program for the 2016-2017 fiscal year, and I am pleased to notify you that your organization's application has qualified for funding.

As we approach TAG's fifth year, I am also pleased to share that SCPRT received 79 qualified grant applications – a 4 percent increase over the previous year. Since SCPRT's marketing grant program was re-tooled, the number of grant applications has more than doubled – a testament to the effectiveness of the TAG program and evidence of its benefits to you, our tourism industry partners.

Because the total qualified grant application requests exceeded the program's budget this year, all applications were reviewed, judged, and scored by a panel of industry colleagues and award amounts were weighted and adjusted based on an averaged panel score. In other words, your award amount is the amount of funding you requested multiplied by your average score percentage. This ensures an objective and equitable approach to spread the benefits of tourism statewide, keeps us on point with SCPRT's strategy to support undiscovered destinations, attractions, experiences and events across the state, and support local efforts to advertise all that makes South Carolina ***Just Right*** as a vacation destination.

Please review the Project Agreement Form for details about your organization's grant award, specifically the required spend amount. Kindly return a signed copy of the project agreement form to Jenny Waller by **Friday, July 15, 2016.** Lastly, note that all projects must be completed, invoiced and paid by June 30, 2017 to qualify for reimbursement.

Congratulations on your award! Our combined efforts in marketing South Carolina as a vacation destination are indeed expanding the economic benefits of tourism across the state.

Sincerely,

Duane Parrish
Director

South Carolina
Just right.

Project Agreement

2016-2017 Tourism Advertising Grant

South Carolina Department of Parks, Recreation, and Tourism

Organization:	City of Charleston Office of Cultural Affairs	**Vendor #:**	
Project Name:	MOJA Festival	**Project #:**	2017015
Project Director:	Gordon Rooney	**PRT Contact:**	Jenny Waller
Phone:	(843)720-3885	**Phone:**	(803)734-0450
Fax:		**Fax:**	(803)734-1163
Email:	RooneyG@Charleston-sc.gov	**Email:**	jwaller@scprt.com

TAG Funds Approved: $4,500.00
Applicant Spend Requirement: $13,636.36

Start-Up Date: July 01, 2016
Completion Date: June 30, 2017
Match Rate: 33 %

County	Approved Items
Charleston	Television
	Radio
	Digital - Display

ITEMS REQUIRE APPROVAL BY YOUR PRT COORDINATOR PRIOR TO ANY PRODUCTION.

I, the undersigned, certify that I will administer the Tourism Advertising Grant (TAG) Project as outlined in the TAG Guidelines and further agree that these monies will be expended only for those items approved for funding as indicated above. In addition, expenditures and activities associated with this project will be in accordance with all federal and state laws pertaining to non-discrimination based on race, color, religion, sex, national original, age, or physical handicap.

Signature of Project Director

Jenny Waller

Jenny Waller, Industry Relations Manager

180 Meeting ST
Charleston, SC 29401

5/24/16
Date

OFFICIAL DOCUMENT

COMMITTEE / COUNCIL AGENDA

(6.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard DEPT. BFRC

SUBJECT: KEEP AMERICA BEAUTIFUL

REQUEST: To approve submission of the Keep America Beautiful Grant Application for Recycling Bins for use in Public Spaces

COMMITTEE OF COUNCIL: W&M DATE: June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel				
Cap. Proj. Cmte. Chair				
Deputy Director of Parks	X			
Grants Manager	X			

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

Due to time constraints this grant was submitted on June 10th, 2016.

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City match required

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: **A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

2016 Dr.Pepper/Snapple and Keep America Beautiful Recycling Infrastructure Grant

Thank you for your interest in the Dr Pepper Snapple / Keep America Beautiful Park Recycling Grant program.

Note: This form does not allow you to save partially filled out applications. If your browser is closed prior to completing the entire form you may need to start again with a new application from scratch. For this reason, we encourage you to prepare and save your responses in a separate document on your computer and then copy and paste these into the online form. To view application questions before completing this form, visit: https://irecycleonthego.wordpress.com/faq/.
To save a copy of this application with your responses you will need to print each page as you progress using your web browser's printing options. Before clicking the [Next] and [Done] buttons, use your web browser's printing options to print the current page of answers.
For questions, please email DCrecyclingprojectintern@kab.org

1. Organization Name
   Keep Charleston Beautiful
2. Primary Contact
   Jamie Gillette
   Program Director
   Parks Department – City of Charleston
   gillettej@charleston-sc.gov
   (843) 579-7501
3. Secondary Contact (if primary contact is unavailable)
   Vonie Gilreath
   Title: City of Charleston Volunteer
   Department:
   Email:vonie123@gmail.com
   Phone: 843-864-5181
4. Location
   Charleston, SC 29403
5. Click below to receive future KAB email communications. KAB does not sell or share contact information with sponsors or third parties.
   Public Space Recycling Resources
   Future Recycling Grant Offerings
   KAB Program Offerings
6. Are you a Keep America Beautiful affiliate?
   Yes
7. Are you a member of a state recycling organization or association?
   No

8. Please provide a brief description of your agency or organization, and explain your relationship to the park(s) (i.e. directly manages park operations, fundraising partner NGO, etc.).

   Keep Charleston Beautiful (KCB), located in Charleston, SC, is an affiliate of Keep America Beautiful. KCB is managed by the KCB Program Director, who is a full-time employee of the City of Charleston Department of Parks. The Department of Parks is responsible for the design, construction, maintenance, and repairs of the city's new and existing parks, playgrounds, green spaces, facilities and buildings. The West Ashley Greenway, the proposed project site, is one of the numerous parks maintained by the City of Charleston.

9. Would this project involve another organization or government agency? Who would assume ownership and responsibility for the recycling bins?

   The project does not involve any other organization or government agency. Ownership and responsibility of the recycling bins would be that of the City of Charleston. The proposed grant site on the West Ashley Greenway is currently maintained by the City of Charleston Department of Parks; this department will be responsible for emptying recyclable material from bins on a routine scheduled basis, similar to the trash cans they currently maintain. The KCB Program Director will be responsible for overseeing the implementation of the project and maintenance throughout its two year duration.

10. Please select the first choice of bin style you are requesting.

    Style #3 - "Round" bin

11. Please select your second choice of bin style if the first is not available.

    Style #1 - "Landscape" bin

12. Are you willing to purchase additional recycling bins if it increases the chances of receiving free bins through the grant?

    Presently, the City of Charleston will not purchase bins beyond those provided by the grant; this is a pilot program and results will determine when and where future bins can be installed throughout the city. Future purchases can be added to upcoming budget as this year's budget has been allocated.

13. Please indicate the total number of bins you are requesting (list your ideal number)

    22 (needed for 22 street intersections along the 8.5 mile West Ashley Greenway)

14. Would you accept a partial grant?

    Yes.

    If yes, what is the minimum number of bins necessary to implement project? 15

15. Project Overview: Please explain your project in general terms, including how the bins would be used and how they would improve recycling opportunities if you received a grant.

    The project proposes to install recycling bin infrastructure along the West Ashley Greenway (WAG), an 8.5 mile linear public park system utilized by walkers, runners, bikers, families, etc. in the City of Charleston; this greenway is also heavily used because it is part of the national East Coast Greenway trail that extends 2,300 miles from Maine to Florida. The WAG runs parallel to Hwy 17 in the West Ashley area of the City of Charleston and is adjacent to 16 neighborhoods, three schools, one library and three shopping centers.

There is no recycling infrastructure currently in place along this linear park system. A majority of the roadway crossings currently feature trashcans, pet waste dispensers, and a couple benches, but have no recycling infrastructure. Based on audits completed by the Department of Parks staff, a large percentage of waste materials in the trashcans along the Greenway is recyclable material and could be diverted from the landfill with sufficient recycling bins. The City of Charleston Department of Parks maintains this public space including the trash cans. This proposal would place the recycling bins at roadway crossings along the Greenway, where trashcans currently exist, allowing for easy access by the city maintenance crews to service the recycling bins.

16. Where would bins be placed within the target locations (i.e. next to restrooms, picnic tables, all locations with trash bins, etc.?)

    There are no restrooms or picnic tables along the West Ashley Greenway. The proposed recycling bins will be placed at locations where streets intersect the Greenway path. Currently there are trash cans and some benches at these locations. These crossings often serve as entry points from adjacent neighborhoods and shopping centers onto the greenway path. Bikers and walkers also slow at the roadway crosswalks, allowing them an opportunity to dispose of waste. Placing them by pre-existing trash cans will be convenient for users and allow them to make the right choice for waste disposal without focused concentration.

17. What materials will you collect with these bins?

    Aluminum Cans
    Plastic Bottles
    Glass bottles

18. What are the most likely sources of beverage containers/recyclables these bins are intended to capture?

    Brought by visitors

19. Is there a high volume of beverage containers discarded at this park location(s)? Explain what evidence you have for this.

    Keep Charleston Beautiful has conducted litter cleanups along this public Greenway. During these cleanups, types of litter were inventoried to determine composition and makeup of littered items. These cleanups found that 34% percent of littered items are recyclable material. Waste audits of the eleven trashcans along the Greenway showed that 37% of items in waste receptacles are recyclable materials. By offering bins for recycling, this will ultimately reduce the amount of plastic bottles, glass bottles, and aluminum cans littered along the Greenway, as well as divert a large percentage of this reusable material from the waste stream currently going into landfills.

20. Would bins be placed in a single park or multiple park locations?

    One

21. If you are requesting bins for more than one park location, please list the names of each location and the number of bins needed for each. List the locations in order of priority.

    N/A

22. What type of park setting(s) will these bins be used in?

Neighborhood park

Natural setting / walking trail

23. Estimate the average number of individuals that would have access to the bins at the park location(s) on a daily basis during the peak season? If more than one location, please list numbers separately for each location.

    More than 500 people use the trail system daily during the peak season. This data is sourced from the U.S. Census Bureau, of people living within 1 mile of the Greenway. The population of this area is nearly 28,000.

24. Will the bins in these settings be used year round?

    Yes, they will be actively used in permanent settings throughout the year.

25. Is there existing recycling in the park(s)? If not, has an attempt been made to pilot recycling in the park location(s)? Please explain.

    There is no recycling currently available to citizens utilizing the Greenway. There has been no attempt previously to pilot recycling initiatives on the West Ashley Greenway. This is due to the inability of the City of Charleston Parks Department to secure funds to purchase sufficient recycling bins for the linear public space. This proposed project will serve as a pilot program for recycling infrastructure and will help refine a program that delivers sustainable impact in this parks and others like it.

26. Please describe what, if any, experience your agency has operating recycling collections in a public space setting?

    The City of Charleston Department of Parks staff is currently responsible for collecting recyclable material from recycling bins in numerous other public parks throughout the City of Charleston. While also servicing waste bins, Department staff ensures that recyclable materials are transported and disposed of at recycling collection facilities. These collections are made routinely and are upheld to tight schedules and quality assurance monitoring.

27. Who will be responsible for servicing & maintaining the recycling bins? (i.e. park groundskeepers, volunteers, external contractors, etc.)

    Parks Department staff (groundskeepers) will be responsible for physically removing recyclable material from bins. The city maintenance staff will also ensure that the quality of the bins is maintained and will report any damage to administration for repair (graffiti, vandalism, theft, etc.). Parks staff will also report volumes of recyclable material for use in data collection and reporting.

28. What recycling facility will the collected material be taken to and how will they get there? Are hauling or other necessary arrangements already in place? Please explain.

    The City of Charleston Parks Department staff currently takes recyclable materials from other city parks in the West Ashley area to the Charleston County Recycling Center on Romney Street in Charleston, SC or the Charleston County Landfill and Convenience Center on Bees Ferry Road.

29. Experience has shown that recycling programs often need adjustment after implementation to address contamination, low usage or other issues. Please describe what arrangements would be made to monitor and address problems with the recycling program in the future.

The Keep Charleston Beautiful Program Director, as part of the litter index and waste audit, will collect data regarding recycling bin usage and content as part of a monitoring process. This will be done twice a month, and in addition, Parks Department staff will serve as additional monitoring sources. In circumstances of contamination, additional signage may be used to help educate citizens about what is acceptable recyclable material. In circumstances of low usage, bins placement may be altered to ensure highest visibility and usage (i.e. highly utilized entrance points to Greenway, areas with higher concentrations of residential neighborhoods and commercial buildings).

30. Has the proposed use of recycling bins been reviewed and approved by facilities or other necessary administrative personnel? Please explain

    The use of recycling bins has been reviewed and approved by necessary administrative personnel. The City of Charleston's Design Review Committee, and the Mayor of the City of Charleston, will need to approve the style and branding on the recycling bins since these do not match what is currently in other City parks.

31. Are there any further approvals, operational factors, and budget contingencies, contractual or other considerations to resolve before the bins can be placed into use?

    As stated above, the style of recycling bins will need to be approved by the City of Charleston Design Review Committee, who will meet June 16th to make a decision.

Grant recipients are required to track the quantity of recyclables collected with the granted recycling bins and submit these with three on-line reports, the first 6 months after receiving bins, the second after one year, and a final one 2 years. These quantities will ideally be based on actual weights, but estimates are acceptable where this is not feasible.

32. Please check all those that apply as it relates to tracking recyclables.

    We are able to isolate recyclables from the awarded bins separate from other existing recycling bins

    It would be difficult, but we can estimate based on frequency of collection

33. Please explain in general terms how will you track the quantity of recyclables collected?

    The City of Charleston Department of Parks currently collects trash from bins already in existence along the linear park on pre-scheduled days of the week. Once recycling bins are added to the area, Parks Department staff will also be responsible for collection of this material on the same day they service the trash cans. The staff will report if recycling bags are half or completely full. Based on this volume, number of bins, and pickup schedule, we can estimate the volume of recyclables being collected from the Greenway weekly (ie. monthly). This will be used over the 2 year index period, along with audits of trash can and litter indexes to evaluate the recycling infrastructure and recycling program.

34. If you're organization is awarded a grant, how will you publicly acknowledge receiving the grant? (Select all that apply)

    Word of Mouth
    Website
    Social Media Post
    Presentation (school, town meeting, board, etc.)
    Newsletter Article

35. Is your organization interested to participate in an enhanced monitoring and reporting arrangement in exchange for a $1,000 cash stipend? (Click here for details)

    Both litter indexes and waste audits

36. If you said yes to conducting litter index above (skip if you said no): Is there a significant problem with litter in the area where the recycling bins will be placed? If yes, does this litter include a noticeable amount of beverage containers? Please explain.

    There is a significant litter on and along the West Ashley Greenway. Running parallel to the linear greenspace are drainage ditches and wetlands, which run the length of the Greenway. There are also ponds, and creeks that connect to the Stono River. These areas accumulate large amounts of litter. While a portion of the litter may source from roadways, the neighborhood streets that intersect the Greenway are not highly traveled roadways. The majority of littered items along the pathway are sourced from foot traffic and bicyclists. According to recent litter indexes along the West Ashley Greenway, data showed that on average 34% of the littered material is composed of recyclable content. This is made up of glass bottles, plastic beverage containers, aluminum cans, and other recyclable plastic containers.

7.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Kinsey Holton **DEPT.** Public Service

SUBJECT: STORMWATER DATA CONVERSION

REQUEST: Approval of lump sum work authorization #2 under existing Master Agreement for Professional Services with URS for conversion of existing stormwater asset/inventory from hard files into GIS geodatabase.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** June ~~13~~ 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Dir. Public Service	X	☐		✓
	☐	☐		☐

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: 050310 Account #: 52238

Balance in Account $94,300.00 Amount needed for this item $94,300.00

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x]

NEED: Identify any critical time constraint(s).

CFO's Signature:

FISCAL IMPACT: Drainage funds will be used to fund this contract.

Mayor's Signature:

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

URS

LUMP SUM WORK AUTHORIZATION

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and URS Corporation, a Nevada corporation, dated June 17, 2014, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by URS Corporation ("Consultant") on the Project known as:

Work Authorization #2
Stormwater Data Conversion

Client Authorized
Representative: Laura S. Cabiness, P.E.
Address: Department of Public Service
City of Charleston
2 George Street
Charleston, SC 29401
Telephone No.: (843) 724-3754

Consultant Authorized
Representative: R. Thomas Haselden, P.E., Vice President
Address: 101 Research Drive
Columbia, SC 29203
Telephone No.: (803) 254-4400

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in Attachment C to this Work Authorization. Payment of $0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY of CHARLESTON, SOUTH CAROLINA	URS CORPORATION
Signature	Signature
Typed Name/Title	R. Thomas Haselden, Jr., P.E. Vice President Typed Name/Title
Date of Signature	March 11, 2016 Date of Signature

Attachment A

URS

Scope of Services

Work Authorization #2
Stormwater Data Conversion

Project Description
The City of Charleston has data in various formats that represent the stormwater system. These formats include various hard copy maps. It is the intent of the City to convert these hardcopy maps into GIS.

Task 1 – Data Conversion
URS will inventory from various data sources the stormwater network to include GIS stormwater data features. Attributes will be populated if the data is available from the source data. When information cannot be accurately mapped or determined from the source data URS will identify the area in GIS for field inventory utilizing GPS. Field investigation is not included as part of this scope of services. Upon completion of the data conversion, URS will provide the City with a comprehensive list of areas that need additional field verification. The network will be digitized in the direction of the flow. URS will utilize the modified Local Government Information Model for Stormwater networks that was created in a prior task for the City.

Source data to be used include:

- 1984 Master Plan
- Aerial
- 1950 Drainage System Map
- Working Maps from Engineering Department (Assumption that these will be available)
- Approximate 25 As-Built sets of Drawings (Assumptions average 15 pages per set)

URS will gather the working maps from the Engineering Department and scan these maps into a tiff image. The hardcopy maps and tiff images will be returned to the Engineering Department.

URS will deliver in person the data and review the data with the City Engineering Department. In addition the inventoried data URS will deliver a project with data driven pages so that the City can print the maps and review them in a hardcopy format.

Upon completion of the City review, URS will meet with the City Engineering Department to review the requested changes. URS will make these changes and deliver to the City an inventory of the City of Charleston Stormwater network in a file geodatabase that can easily be imported in the existing City SDE GIS database.

Assumptions and Notes:

- City will provide additional source documentation to URS to scan into a tiff or pdf format
- Modified LGIM Stormwater schema is acceptable to the City for the inventory

This task addresses the necessary activities to be undertaken by URS to complete the collection of base information for the purposes of updating the GIS system with existing information that is not currently in electronic or GIS format. This task does not include field verification or collection of additional point features. If additional feature collection is requested by the City, URS can provide these services as an additional Task Order.

URS

Attachment B
Estimated Schedule

Project Completion Schedule

It is anticipated that this project will require 7 months to complete from notice to proceed.

Service	April 2016	May 2016	June 2016	July 2016	August 2016	September 2016	October 2016
Task 1 – Data Conversion							

Attachment C
Schedule of Fees and Charges

This is a Lump Sum project. Tasks will be invoiced monthly on a percent completed basis.

Description		Man Hours	Total Fee
	Task 1 – Data Conversion	1,150	**$94,300**
TOTAL		**1,150**	**$94,300**

Data conversion of as-builts, in paper or digital format, beyond the quantities identified in this scope will be charge a lump sum fee, as follows:

Digital data conversion (AutoCAD, GIS or Microstation format)	$500.00 / plan set
Non-digital data conversion (Paper copies or PDF files)	$1,000.00 / plan set

8.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Kinsey Holton **DEPT.** Public Service

SUBJECT: SWPPP INSPECTIONS

REQUEST: Approval of lump sum work authorization #3 under existing Master Agreement for Professional Services with URS for providing third party Stormwater Pollution Prevention Plan (SWPPP) Inspections to meet compliance requirements of the City's MS4 Discharge Permit.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** June ~~13~~ 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Dir. Public Service	X	☐		✓
	☐	☐		☐

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: 050310 Account #: 52238

Balance in Account $100,000 Amount needed for this item $100,000

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x]

NEED: Identify any critical time constraint(s).

CFO's Signature: 6/2/16

FISCAL IMPACT: Drainage funds will be used to fund this contract.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

URS

LUMP SUM WORK AUTHORIZATION

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and URS Corporation, a Nevada corporation, dated June 17, 2014, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by URS Corporation ("Consultant") on the Project known as:

Work Authorization #3
SWPPP Inspections

Client Authorized
Representative: Laura S. Cabiness, P.E.
Address: Department of Public Service
City of Charleston
2 George Street
Charleston, SC 29401
Telephone No.: (843) 724-3754

Consultant Authorized
Representative: R. Thomas Haselden, P.E., Vice President
Address: 101 Research Drive
Columbia, SC 29203
Telephone No.: (803) 254-4400

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a lump sum Work Authorization. Consultant's lump sum compensation and provisions for progress and final payments are specified in Attachment C to this Work Authorization. Payment of $0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time the lump sum compensation was agreed upon. If Client wishes Consultant to proceed, Consultant's lump sum compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY of CHARLESTON, SOUTH CAROLINA	URS CORPORATION
	R. Thomas Haselden
Signature	Signature
	R. Thomas Haselden, Jr., P.E. Vice President
Typed Name/Title	Typed Name/Title
	March 11, 2016
Date of Signature	Date of Signature

URS

Attachment A
Scope of Services

Work Authorization #3
SWPPP Inspections

Project Description

The City of Charleston (City) has on-going inspection requirements associated with the Construction General Permit (CGP) and NPDES Phase II Stormwater Permit (SWP). As such, the inspection schedules and requirements are currently exceeding the available man-hours within the City to complete the requisite inspections to maintain permit compliance. Therefore, URS, under this scope of services will provide inspection support to the City as defined below.

Field Inspection and Reporting

URS will utilize in-house staff to inspect construction sites for the City on an as-needed basis. The City will identify project sites and provide URS with background information for each site including, but not limited to, approved site plans and permits, prior inspection reports (if applicable), Stormwater Pollution Prevention Plans (SWPPPs) for the site, and owner and contractor information. URS will inspect each construction site in accordance with the inspection schedules outlined in the CGP, SWP and identified by the City. The inspections will be performed by URS staff with up-to-date Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) training.

These inspections will include site investigation to determine the effectiveness of sediment and erosion control mechanisms in accordance with the approved plans by the City to meet the City's SWP inspection requirements. URS will review on-site inspection and provide an overall site investigation with respect to SWPPP and permit compliance. URS will document their findings in an inspection report to the City. The City will provide their preferred report format to URS prior to inspection activities. This report will be provided to the City within 48 hours of the inspection date. URS staff will not act as City representatives with respect to enforcement actions or coordination directly with the site contractor. If deficiencies are noted on the site, these will be documented and provided to the City as part of the inspection report. Enforcement actions will be the responsibility of the City.

Within seven (7) days of any enforcement actions performed by the City, URS will perform a follow-up inspection to evaluate implementation of corrective measures. This follow-up report will be provided to the City to verify the implementation of corrective actions.

Assumptions and Notes:

- URS will not be responsible for inspection of site infrastructure or verification of as-built BMP elevations. Approximate locations or absence of BMPs will be noted in accordance with the approved design plans.
- Site inspections undertaken by URS do not replace routine inspection requirements of the contractor or his representative.

URS

Attachment B
Estimated Schedule

Project Completion Schedule

It is anticipated that this project will continue as needed and in accordance with the SWPPP inspection frequency as outlined by the City. This task will continue until which time the City discontinues the contract, inspections are complete in accordance with site inspection requirements, or the City extends the contract through a separate scope of services.

Attachment C
Schedule of Fees and Charges

This project will be completed as a time and materials task in accordance with the attached hourly rate schedule, Attachment D, with a total not to exceed cost of **$100,000**. Upon reaching 80% of the contract value, if both parties are in agreement to continue services, URS will coordinate with the City to extend the scope of services based on the standard rate schedule current at the time of project extension. The hourly rate schedule included schedules for this project will be effective for 12 months from the date of project initiation. Following that date, an updated rate schedule will be provided to the City for these services.

URS

Attachment D

AECOM TECHNICAL SERVICES, INC.

HOURLY RATE SCHEDULE

Schedule 2015B

Hourly Rate Schedule and Chargeable Expenses for Engineering Services Provided

Labor	Rate per Hour
Department Head/Vice President	$215.00
Senior Project Manager (M3)	$180.00
Senior Environmental Scientist	$165.00
Project Manager (M2)	$145.00
Senior Project Engineer	$145.00
Project Manager (M1)	$130.00
Senior Design Associate	$120.00
Senior Environmental Health & Safety Manager	$130.00
Project Engineer 2	$125.00
Project Engineer 1	$110.00
Senior Hydro Geologist	$110.00
Environmental Scientist	$95.00
Senior Design Technician	$95.00
Engineering Associate	$90.00
Project Administration	$80.00
Project Representative	$85.00
Design Technician	$80.00
CADD	$75.00
Administrative Services	$60.00
Co-op Student	$50.00
Survey & GIS Services	
Surveying Department Head	$145.00
Surveying Manager	$105.00
Surveying Associate	$75.00
Survey Crew Chief	$75.00
Instrument Operator	$55.00
Senior GIS Project Manager	$145.00
Senior GIS Analyst	$115.00
GIS Project Manager	$125.00
GIS System Designer	$120.00
GIS Analyst/Programmer	$105.00
GIS Specialist	$80.00
GIS Technician	$70.00
Other	
Chargeable expenses	Actual cost plus ten percent
Overtime	Hourly rate plus fifty percent
Courtroom and deposition appearances (to include preparation)	Hourly rate plus fifty percent

Effective Dates **In Accordance with Attachment C, "Schedule of Fees and Charges"**

Note: Any revision or update in this hourly rate schedule shall be included in Agreements of which this page is part.

9.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: #7 NASHMOR DRAINAGE PROJECT

REQUEST: Approval for B&C Land Development to provide construction services for the drainage project.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 21, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Dir. Dept. of Public Serv.	☑	☐		☑
	☐	☐		☐

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div: 050345 Account #: 52240

Balance in Account $66,211.00 Amount needed for this item $66,211.00

NEED: Identify any critical time constraint(s).

CFO's Signature: 6/9/16

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

BID TABULATION
CITY OF CHARLESTON 7 Nashmor Drainage Project
Friday, April 29, 2016
2:00 PM

Bidder	License #	Bid Bond	Acknowledge Addendum	Non-Collusion Affidavit	MBE Compliance A&B or C	Bid Amount
IPW CONSTRUCTION	G117838	✓	N/A	✓	✓	232,470.00
BiC LAND DEV, INC.	G113138	✓	N/A	✓	✓	66,211.00

BID DOCUMENT RECEIPT FORM
7 NASHMOR DRAINAGE PROJECT

BIDDER	ADDRESS	PHONE	E-MAIL
Moorhead Construction	1513 Anderson St Belton, SC 29627	864-338-0888	office@moorheadconstruction.com
R.H. MOORE	P.O. BOX 830 MURRELLS INLET, SC 29576	843-650-2155	robertpickering@rhmoorecompany.co
B+C Land Development	3785 Old Charleston Hwy Johns Island SC 29455	843 200-8740	Charles@Bclanddev.Net
Keegan Bailey	1023 Clements Ferry Rd Charleston SC	843-991-2003	keeganb@lesitework.com
IPW Construction Group Kevine Borrillo	P.O. Box 40968 Charleston SC 29423	843-308-0524 x 226	kborillo@ipwco.com

CITY OF CHARLESTON

DEPARTMENT OF PUBLIC SERVICE

CONSTRUCTION SPECIFICATIONS & CONTRACT DOCUMENTS

NASHMOR DRAINAGE PROJECT

MARCH 2016

Mayor John J. Tecklenburg

City Council

F. Gary White, Jr.

Rodney Williams

James Lewis, Jr.

Robert M. Mitchell

Marvin D. Wagner

William Dudley Gregorie

Perry K. Waring

Michael S. Seekings

A. Peter Shahid, Jr.

Dean C. Riegel

William A. Moody, Jr.

Kathleen G. Wilson

SECTION 01105 ADVERTISEMENT FOR BIDS

PROJECT: **NASHMOR DRAINAGE PROJECT**

OWNER: City of Charleston

RECEIPT OF BIDS: Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, April 29, 2016 until 2:00 p.m., local time at the Department of Public Services, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be publicly opened and read aloud.

PROJECT DESCRIPTION: The Work will include traffic control, removal and resurfacing of existing pavement, removal of existing storm drain pipes and structures, installation of new storm drain and structures, grading, clearing and debris removal as shown in the Drawings.

DOCUMENT EXAMINATION: The Contract Documents may be examined at the following:
City of Charleston Department of Public Service, Engineering Division – 2 George Street, Suite 2100, Charleston, South Carolina.

DOCUMENTS AVAILABLE: CDs with the Contract Documents may be obtained at the Department of Public Services, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina.

DEPOSIT: No deposit will be required for the first CD of Electronic Contract Documents taken. Additional CDs will require a $15 fee.

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the lowest responsive, responsible Bidder.

WOMEN'S AND MINORITY BUSINESS GOALS: This contract requires compliance with the City of Charleston's minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the city's women's and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women-owned and minority businesses. Goals with regards to Women's and Minority Business Enterprises are specified in Section 01110.

Ms. Laura S. Cabiness, P.E.
Director of Public Service
City of Charleston

(End of Section 01105)

SECTION 01110 INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office publicly opened and read aloud. Late Bids will not be accepted nor considered.

2. LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any/or all portions of the work included in his Bid.

   All Bidders submitting a Bid shall have a currently valid State of South Carolina Contractor's License for performing work under this contract. Required license numbers shall be shown on the Bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

   Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than five (5) percent of the Bid. Such check or Bid Bond will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within 45 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

4. GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 10 calendar days from the date when Notice of Award is delivered to the Bidder.

   The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

   Each Bond must be valid for one year beyond the date of final acceptance of the project.

5. EXECUTION OF CONTRACT: The Owner, within 10 days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

8. LAWS AND REGULATIONS: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included as though herein written out in full:

9. NON-RESIDENT CONTRACTORS: A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

   The funds deducted from the payment made to the non-resident taxpayer are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to the retainage deductions specified in the General Conditions.

   The withholding of two percent (2%) from payments made to the non-resident taxpayer may be waived only if the non-resident taxpayer shall insure the South Carolina Tax Commission by posting an acceptable bond in the sum of two percent (2%) of the total contract amount. The Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

10. EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

11. EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

12. INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

    It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

    It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual

materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

13. COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities thereof, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

14. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

    Every request for such interpretation should be in writing addressed to J. Frank Newham, The City of Charleston, Department of Public Service, 2 George Street, Suite 2100, Charleston, SC 29401 or by e-mail: newhamj@charleston-sc.gov. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

16. LIQUIDATED DAMAGES: The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

17. WRITTEN MODIFICATIONS: Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner prior to the closing time. The written communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

18. WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

    No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.

19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

19.4 If the Bid does not contain a price for each item listed.

19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.

19.6 If the Bid contains obviously unbalanced Bid prices.

19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

20. DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

21. ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Nashmor Drainage Project. A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without excisions, exceptions, special conditions, or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.

23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert

that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

25. EASEMENTS: There are no anticipated easements required for this project. If an easement is required, the Owner will obtain it. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.

26. WORK IN STATE RIGHTS-OF-WAY: The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.

27. RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

    The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

    A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247, snypet@charleston-sc.gov.

    B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own a minimum of fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this contract are a combined 20% for minority and women-owned business enterprise participation. These goals will be applied to the overall contract.

    C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's MBE office. Questions regarding certification requirements shall be addressed to the City's Minority Business Enterprise Office. A list of certified minority and women owned firms can be found on the City of Charleston's web site www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link.

    D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required, the Procurement Office shall deem the bid non-responsive and will be ineligible for award of the Contract.

    E. The contractor shall perform the contract in accordance with the representations made in the Minority/Women-Owned/Disadvantaged Business Enterprise Compliance Provisions

(Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

29. FORM OF BID: All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

    The Bid must be signed manually in ink by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

30. SUBMITTING BIDS: Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

    Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

    Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside, addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:

Upper Left Hand Corner:

Bidder's Name
Bidder's Address

To: City of Charleston
2 George Street, Suite 2100
Charleston, SC 29401

Attention: Ms. Laura S. Cabiness, P.E.
City Engineer

Lower Left Hand Corner:

Bid for Construction of:

NASHMOR DRAINAGE PROJECT

South Carolina General Contractor's License No. _____

Classification _____

Expiration Date _____

City of Charleston Business License No._____

SECTION 01140 **BID**

TO: City of Charleston (hereinafter called "Owner")
2 George Street, Suite 2100
Charleston, SC 29401

FROM: B & C Land Development, Inc.

3785 Old Charleston Hwy

Johns Island, S.C. 29455

Phone 843-766-8109

of the City of Charleston, County of Charleston

and State of South Carolina, hereinafter called "Bidder."

PROJECT: **NASHMOR DRAINAGE PROJECT**

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 60 consecutive calendar days thereafter.

Bidder also agrees to pay $500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	$ 4,000.0	$ 4,000.00
2.	Traffic Control	1	LS	$ 2,000.00	$ 2,000.00
3.	Construction Stake-out	1	LS	$ 2,100.00	$ 2,100.00
4.	Removal of Pipes & Structures	1	LS	$ 5,000.00	$ 5,000.00
5.	Installed 15" RCP	276	LF	$ 95.00	$ 26,220.00
6.	Junction Boxes	2	EA	$ 3,000.00	$ 6,000.00
7.	Removal and Replacement of Fences (if Required)	1	LS	$ 1,000.00	$ 1,000.00
8.	Clearing & Debris Removal	1	LS	$ 6,000.00	$ 6,000.00
9.	Patch Street	1	LS	$ 100.00	$ 100.00
10.	Saw-cut Pavement	24	LF	$ 1.00	$ 24.00
11.	Pavement Removal	32	SY	$ 1.00	$ 32.00
12.	Fine Grading	615	SY	$ 4.00	$ 2,460.00
13.	Seeding	615	SY	$ 3.00	$ 1,845.00
14.	Stabilized Construction Entrance	1	EA	$ 4,000.00	$ 4,000.00
15.	Silt Fence	180	LF	$ 3.50	$ 630.00
16.	Rip-Rap Apron	1	LS	$ 1,800.00	$ 1,800.00
17.	Fill Material	75	CY	$ 40.00	$ 3,000.00

Total Bid Price $ 66,211.00

Additional work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., necessary to complete the proposed improvements shown and described in the Contract Documents.

LUMP SUM BID

The lump sum price shall include all costs for the installation of the drainage improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is:

Sixty Six Thousand Two Hundred Eleven & NO/100 (Dollars) ($ 66,211.00).

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of $3,310.55

($ 3,310.55) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of South Carolina.

A partnership consisting of _____.

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

(SEAL – if bid is by a Corporation)

B&C Land Development, Inc.
(Contractor)

By: Charles S. Rooke
(Signature)

Charles S. Rooke
(Name)

President
(Title)

3785 Old Charleston Highway
(Address)

Johns Island, SC 29455

SC General Contractor's License No. G113138

Initial the following items to indicate compliance with specifications:

CR The Contractor has complied with the Owner's MBE Program and has completed and included Affidavits A and B or C.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

County of Charleston)

Charles S. Rooke, being first duly sworn, deposes and says that:

1. He is President of B & C Land Development, Inc. Bidder that has submitted the attached Bid:

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Charleston or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) Charles Rooke

President
(Title)

Subscribed and sworn to before me this 27th day of April, 2013. 2016

Heather H. Rooke

Notary (title)

My commission expires 02/03/2025

Heather H. Rooke

HEATHER H. ROOKE
My Commission Expires
NOTARY PUBLIC
02-03-2025
STATE OF SOUTH CAROLINA

MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

Charleston City Council has adopted a policy setting a combined 20% as the guidelines for minority and women-owned business enterprise participation for this project.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston's website www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link; or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, (843) 973-7247, snypet@charleston-sc.gov.

The new compliance documents are located in the Bid Package. These documents **must** be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.

Nashmor Drainage Project

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

This document shall be included with the submittal of the bid or offer. **If the bidder or Offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:
MBE is defined as a small business owned and controlled by minorities.
WBE is defined as a small business owned and controlled by women.
This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's website www.charleston-sc.gov; or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal,** the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

☒ **Affidavit A** - ***Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,

AND

☒ **Affidavit B** – ***Work to be Performed by Minority and/or Women-owned Firms***

OR

☐ **Affidavit C** – ***Intent to Perform Contract with Own Workforce***, in making this certification the Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE AND WBE subcontractor before final payment is processed.

Name of Company: B & C Land Development, Inc.

Charles Rooke — Signature

Charles Rooke — Print Name

President — Title

4/27/2016 — Date

Attest: Phyllis R Iverson

Nashmor Drainage Project
AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of B & C Land Development, Inc
(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- o 5. Attended pre-solicitation meetings scheduled by the City.
- o 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- o 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools, or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- o 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 4/27/2016 Name of Authorized Officer (Print/Type): Charles S. Rooke

Signature: Charles Rooke Charles Rooke

Title: President

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, Charles S. Rooke, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Seacoast Supply / Alex Allen	Minority Firm Address 3240 Goodiron Way, North Charleston, SC 29418
Minority Firm Telephone Number 843-377-2900 Minority Firm Fax Number 843-377-2904 DBE Certification Number 0308555	Minority Group Type ☐ (African American) ☒ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact W. Frazier Construction, Inc. / David Barker	Minority Firm Address 7050 Moberry Road, Ravenel, Sc 29470
Minority Firm Telephone Number 843-556-8784 Minority Firm Fax Number 843-556-4430 DBE Certification Number	Minority Group Type ☐ (African American) ☒ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☒ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number Minority Firm Fax Number DBE Certification Number	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number Minority Firm Fax Number DBE Certification Number	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 04/28/2016 Name of Authorized Officer (Print/Type): Charles S. Rooke

Sworn to before me this 28th day of April 2016

Notary Public for the State of South Carolina

My Commission Expires: 02-03-2025

Print Name: Heather H. Rooke

Phone Number: 843-766-8109

Address: 3785 Old Charleston Highway, John's Island, SC 29455

Signature: Chas S. Rooke Chairman

Title: President

Notary Seal:

HEATHER H. ROOKE NOTARY PUBLIC STATE OF SOUTH CAROLINA My Commission Expires 02-03-2025

Heather H Rooke

Heather H Rooke

01140

Nashmor Drainage Project

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of B&C Land Development, Inc. (Name of Offeror). I hereby certify that on the Nashmor Drainage Project (Project Name), Total Project Amount $ 66,211.00

I will make a good faith effort to expend a minimum of 20 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Seacoast Supply 843-377-2900	WBE	Supply Materials	$ 10,250.00
W. Frazier Construction, Inc. 843-556-8784	WBE & DBE	Hauling & Materials	$ 3,000.00
			$
			$
			$
			$
			$

Total MBE Participation: 20 % $ 13,250.00

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct, and complete.

Date: 04/28/2016 Name of Authorized Officer (Print/Type): Charles S. Rooke

Signature: Charles S. Rooke

Title: President Charles Rooke

Sworn to before me this 28 day of April, 2016 Notary Public for the State of South Carolina

My Commission Expires: 02/03/2015

Print Name: Heather H. Rooke

Phone Number: 843-766-8109

Address: 3785 Old Charleston Highway
Johns Island, SC 29455

Notary Seal:

Heather H. Rooke

HEATHER H. ROOKE My Commission Expires NOTARY PUBLIC 02-03-2025 STATE OF SOUTH CAROLINA

HEATHER H. ROOKE My Commission Expires NOTARY PUBLIC 02-03-2025 STATE OF SOUTH CAROLINA

Heather H. Rooke

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

B & C Land Development, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

SURETY:
(Name, legal status and principal place of business)

American Southern Insurance Company
365 Northridge Road
Suite 400
Atlanta, GA 30350

OWNER:
(Name, legal status and address)

City of Charleston
2 George Street, Suite 2100,
Charleston, South Carolina.

BOND AMOUNT:
Five percent of amount bid penal sum not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (5% NTE $7,500.00)

PROJECT:
(Name, location or address, and Project number, if any)

Nashmor Project
Drainage Improvements
Charleston, SC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this April 29, 2016

	B & C Land Development, Inc Charles Rooke
	(Principal) *(Seal)*
	President
(Witness)	*(Title)*
	American Southern Insurance Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Attorney-in-Fact: David R. Brett

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AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of October, 2014.

Attest:
Gail A. Lee, Secretary

American Southern Insurance Company
By:
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 6th day of October, 2014, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2017

STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 29th day of April, 2016

John R. Huot
Vice President

CANDACE T. CHEATHAM
MY COMMISSION
NOTARY PUBLIC
EXPIRES 12-07-2017
DEKALB COUNTY, GEORGIA

Power No. 38876

SECTION 01142 BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned _____
_____, as Principal,
and _____, as Surety, are
hereby held and firmly bound unto _____, as OWNER, in
the penal sum of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 201__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

NASHMOR DRAINAGE PROJECT

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate,

2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____
Principal

_____
Surety

By:_____

SEAL

IMPORTANT: Surety companies executing a BOND must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

(End of Section 01142)

SECTION 01210 AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 201__, by and between THE CITY OF CHARLESTON,

acting herein through its _____ Mayor _____
(Title of Authorized Official)

hereinafter call "OWNER" and B&C Land Development, Inc.
(Name of Contractor)

doing business as B&C Land Development, Inc.,
(a Corporation)

of the City of Johns Island, County of Charleston, and

State of South Carolina, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

   NASHMOR DRAINAGE PROJECT

   hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

   $66,211.00_Dollars

   or as shown in the Bid Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   5.1 Advertisement for Bids

   5.2 Information for Bidders

   5.3 Bid

5.4 Bid Bond

5.5 Agreement

5.6 General Conditions

5.7 Supplemental Conditions

5.8 Performance Bond

5.9 Payment Bond

5.10 Certificate of Owners Attorney

5.11 Notice of Intent to Award

5.12 Notice of Award

5.13 Notice to Proceed

5.14 Change Orders

5.15 Drawings prepared by The City of Charleston and listed in the Supplemental Conditions

5.18 Addenda

No.____N/A____ Dated _____

No._____ Dated _____

No._____ Dated _____

No._____ Dated _____

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

_____
(OWNER)

By:_____

_____

(SEAL)

_____
(Title of Authorized Official)

ATTEST:

_____
(Secretary)

_____
(Witness)

B + C Land Development, Inc.
(CONTRACTOR)

By: [signature]

Jonathan Rooke

Vice President
(Title)

(SEAL)

3785 Old Charleston Hwy., Johns Island, SC 29455
(Address)

ATTEST:

Phyllis R Hinson
(Secretary)

Heather Rooke
(Witness)

(End of Section 01210)

SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

NASHMOR DRAINAGE PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____
Principal

_____
(Principal) Secretary (SEAL)

By:_____(S)

_____
Address

_____

_____
Witness as to Principal

_____
Address

_____

ATTEST:

_____
Surety

_____
(Surety) Secretary

By:_____
Attorney-in-Fact

(SEAL)

_____
Address

_____
Witness as to Surety

_____

_____
Address

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01212)

SECTION 01214 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

_____hereinafter called Principal, and
(an Individual), (a Partnership), or (a Corporation)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Charleston
(Name of Owner)

2 George Street, Charleston, SC 29401
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____Dollars, $(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _____day of _____, 201__, a copy of which is hereto attached and made a part hereof for the construction of:

NASHMOR DRAINAGE PROJECT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201_.

ATTEST:

_____
(Principal) Secretary (SEAL)

_____
Witness as to Principal

_____
Address

_____

_____
Principal

By:_____(S)

_____
Address

_____

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

_____
Address

_____

_____
Surety

By:_____
Attorney-in-Fact

_____
Address

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01214)

SECTION 01218 CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of_____

_____

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____
(Signed)

Date:_____

(End of Section 01218)

NOTICE OF AWARD

TO: _____

_____

_____

PROJECT DESCRIPTION: **NASHMOR DRAINAGE PROJECT**

The OWNER has considered the BID submitted by you on_____, 201__, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of
$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this_____day of _____, 201_

City of Charleston

By:_____
Laura S. Cabiness, P.E.

Title: Director of Public Service

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by

This the _____day of_____, 201_

By

Title_____

SECTION 01221 CHANGE ORDER

Date:
Change Order No.:
Contract No.:

Description of and Reason for Change:_____
_____
_____
_____

Itemization of Proposed Change and Basis for Payment

Original Contract Price..... $_____
Previous Change Orders..... $_____
This Change, (An Addition) (A Deduction) of..... $_____
Proposed Revised Contract Price..... $_____

Additional funds are to be provided in the following manner:_____
_____

Extension of Contract Time Required: _____ Days

Revised Contract Completion Date: _____.

This Change is Acceptable: _____, Contractor

By _____

Recommended: Project Manager

By _____

Approval of Change Requested: CITY OF CHARLESTON, Owner

By _____
Laura S. Cabiness, P.E.

NOTICE TO PROCEED

TO: _____ Date: _____

_____ Project: _____

_____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 60 consecutive days thereafter. The date of completion of all WORK is therefore _____.

City of Charleston
Owner

By _____
Laura S. Cabiness, P.E.

Title Director. Public Service

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 201__.

By _____

Title _____

SECTION 01230 GENERAL CONDITIONS

1. GENERAL

1.1 THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental, and Other Conditions), Drawings, Specifications, Addenda, Notice of Award, Notice to Proceed, and Change Orders.

1.2 CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, maintenance of traffic, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy, and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods, or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3 CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word *similar* occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

1.4 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.5 SPECIFICATION HEADINGS: For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct nor complete segregation of the various types of material and labor or as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision, or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6 DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished a complete set of Electronic Drawings and Specifications to be used during the course of construction. If more hardcopy sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7 DEFINITIONS: Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Document, Drawings, and Specifications by additions, deletions, clarifications, or corrections. Such addenda will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

BIDDER: Any individual, firm, or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

BONDS: Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, Addenda issued prior to execution of the Contract, Notice of Award, Notice to Proceed, and Change Orders.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm, or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word *elevation* or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm, or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.

MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead, or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock

exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement, or subsequent layer of the construction.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUB-SUBCONTRACTOR: An individual, firm, or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY: The corporation, partnership, or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

1.8 ADDITIONAL DEFINITIONS: Wherever in the Specifications or on the Drawings, the words *as designated*, *as detailed*, *as directed*, *as ordered*, *as permitted*, *as prescribed*, *as provided*, *as requested*, *as required*, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request, or requirement of the Engineer is intended.

Similarly, the words *approved*, *acceptable*, *satisfactory*, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

1.9 ABBREVIATIONS: Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	American Equipment Dealers
AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
AFI	American Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
AMA	Acoustical Materials Association
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute

APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AVATI	Asphalt and Vinyl Asbestos Tile Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CABRA	Copper and Brass Research Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, US Department of Commerce
CSI	Construction Specification Institute
DCDMA	Diamond Core Drill Manufacturers Association
EIA	Electronic Industries Association
FCI	Fluid Controls Institute
FGJA	Flat Glass Jobbers Association
FIA	Factory Insurance Association
FM	Factory Mutual
FMEC	Factory Mutual Engineering Corporation
FS	Federal Specification
FSPT	Federation of Societies for Paint Technology
FSS	Federal Specifications, General Services Administration
FHWA	Federal Highway Administration
GA	Gypsum Association
IBI	Insulation Board Institute
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electric and Electronics Engineers
IES	Illuminating Engineering Society
ILIA	Indiana Limestone Institute of America, Inc.
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LIA	Lead Industries Association
MBMA	Metal Building Manufacturers Association
MIA	Marble Institute of America
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
MPTA	Mechanical Power Transmission Association

MRIS	Maritime Research Information Service
MS	Military Specification
MSTD	Military Standard
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NHLA	National Hardware Lumber Association
NLA	National Lime Association
NLGI	National Lubricating Grease Institute
NLMA	National Lumber Manufacturers Association
NMA	National Microfilm Association
NMWIA	National Mineral Wool Insulation Association
NPC	National Plumbing Code
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Council of America
PEI	Porcelain Enamel Institute
PI	Perlite Institute
RIS	Redwood Inspection Service
RMA	Rubber Manufacturers Association
RTI	Resilient Tile Institute
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBI	Steel Boiler Institute
SCDOT	South Carolina Department of Transportation
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation, US Department of Commerce
SSBC	Southern Standard Building Code
SSGC	Southern Standard Gas Code
SSPC	Steel Structures Painting Council
TAPPI	Technical Association of the Pulp and Paper Industry
TCA	Tile Council of America
TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
WWPA	Western Wood Products Association

2. OWNER'S RIGHTS AND RESPONSIBILITIES

2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions there from. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled *PAYMENT FOR EXTRA WORK.*

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 PROJECT ENGINEER: The City of Charleston Engineering prepared the plans.

2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

2.3.1 Interpretation of Contract Documents.
2.3.2 Approval of samples and shop drawings.
2.3.3 Preparation of supplementary details and instructions.
2.3.4 Inspection and approval of construction work.
2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF OWNER: No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner

and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 SURVEYS, PERMITS, AND REGULATIONS: The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled *CHANGES IN THE WORK.*

2.7 LINES, GRADES, AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not

relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfittings in, the work.

2.8 OWNER'S RIGHT OF AUDIT: In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

2.9 OWNER'S RIGHT TO SEPARATE CONTRACTS: The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 OWNER'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding, or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12 SUSPENSION OF WORK, TERMINATION, AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,

which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner's instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.

2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.

2.18 OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor

pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled *Safety and Health Regulations for Construction* (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

3.3 STATED ALLOWANCES: The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the *Allowed Materials* or Services as directed by the Engineer. If the actual price for purchasing the *Allowed Materials* or Services is more or less than the *Cash Allowance*, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses.

3.4 ARCHAEOLOGICAL RIGHTS: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.

3.5 AS-BUILT DRAWINGS: The Contractor shall designate one set of Drawings for *As-Built Drawings*. The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping, and other items as well as locations as actually installed. The *As-Built Drawings* shall be kept current by the Contractor. The *As-Built Drawings* shall be delivered to the Engineer upon completion and acceptance of the work. Final payment for the work will not be made until the *As-Built Drawings* have been completed and delivered as indicated above.

3.6 OBLIGATIONS OF CONTRACTOR: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities, and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications, or conditions at the site. He will not be allowed to take advantage of any discrepancy, error, or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto, and the Contractor shall carry out these instructions as if originally specified.

3.7 CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance

with Subsection 3.28 entitled *PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY.* No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a entitled *ENGINEER'S AUTHORITY*, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

3.10 CLEANING UP: The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

3.11 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS: In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

3.12 OVERALL PROJECT COORDINATION: The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.

3.13 COMMUNICATIONS: The Contractor shall forward all communications to the Owner through the Engineer.

3.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.15 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.

3.16 EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Engineer or Owner.

3.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment, or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment, and other means as the Engineer may deem necessary to enable the work to progress properly.

3.18 EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

3.19 INDEMNIFICATION: The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

3.20 INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 MUTUAL RESPONSIBILITY OF CONTRACTORS: The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once

report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.23 NIGHT, LEGAL HOLIDAYS, AND SUNDAY WORK: No work shall be done at night, legal holidays, or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3.23.4.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.4.2 The work will be done by a crew organized for regular and continuous night work;

3.23.4.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept

sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.

The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31 RESTORATION OF PROPERTY: All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 INTERFERENCE WITH AND PROTECTION OF STREETS: The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 – Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police, and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33 TRAFFIC CONTROL: Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.

3.34 CONSTRUCTION DRAINAGE: The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits, and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas, or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of

soil, earth, and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications, and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides, or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractors attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas that may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.

3.38 SUBSURFACE CONDITIONS: The applicable provisions governing Subsurface Conditions are contained in the Contract Documents.

3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage, or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, costs, and expenses, including attorneys' fees, arising out of, relating to, or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.40 SUPERVISION: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

3.41 TAXES: The Contractor shall promptly pay federal, state, and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

3.42 TEMPORARY HEAT: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment, and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

3.43 SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44 TEMPORARY UTILITIES: The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting, and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 UNCOVERING AND CORRECTION OF WORK: The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus, and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus, or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus, and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees, or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

3.46 COOPERATION WITH UTILITIES: The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the

public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.

4.2 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.

4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without

expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the *Owner's Right to Do Work*. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*.

4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6 GENERAL GUARANTEE: For a period of at least one year after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within one year after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serous risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.

4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 HANDLING AND DISTRIBUTION: The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 MANUFACTURER'S DIRECTIONS: All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10 MISCELLANEOUS ITEMS: The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees, or subcontractors are responsible, and he shall pay to the Owner

all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.

4.12 PROTECTION AGAINST ELECTROLYSIS: Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.

4.13 RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the Owner.

4.14 ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.

4.15 SUBMITTAL SCHEDULE: Within twenty (20) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings, and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

4.16 SHOP DRAWINGS: Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be

as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE_____
CONTRACTOR'S NAME_____
APPROVED BY_____DATE_____
SPECIFICATION SECTION_____TRANSMITTAL NO._____

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.

Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated, and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.

- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it *Rejected*. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.

- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it *Approved as Noted*. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect, or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's *Approved* stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not

be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

4.18 SAMPLES: Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section, and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

4.19 STORAGE OF MATERIALS AND EQUIPMENT: All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

4.20 INSPECTION AND TESTING: All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

4.21 SUBSTITUTIONS: The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.22 *OR EQUAL* CLAUSE: The phrase *or equal* shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and

constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model.

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers; etc., it is intended merely to establish a standard of quality and function; and, any material, article; or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

4.23 WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 NO WAIVER: Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power, or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors, or by any other person or persons.

4.25 WORK TO CONFORM: During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

4.26 WORKING HOURS: It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

5.1 LITIGATION OF DISPUTES: JURISDICTION: OWNER and CONTRACTOR agree that this CONTRACT shall be in interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

5.2 WAIVERS EXPLICITLY IN WRITING: No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

5.3 ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.4 PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising there under. The bonds shall remain in force until:

5.4.1 The Project has been completed and accepted by the Owner.

5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or

5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.

5.5 ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

5.6 CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release,

diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

5.8 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.9 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

5.10 CLAIMS: If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.11 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been

complied with by such Subcontractor. All insurance coverage as required herein shall include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.11.1 WORKMEN'S COMPENSATION INSURANCE

As required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

	Bodily Injury Per Person	Bodily Injury Per Accident	Property Damage
Premises and Operations	1,000,000	1,000,000	1,000,000
Elevator Liability	1,000,000	1,000,000	1,000,000
Contractor's Protective Liability	1,000,000	1,000,000	1,000,000
Products Liability, Including Completed Operations Coverage	1,000,000	1,000,000	1,000,000

5.11.3 COMPREHENSIVE AUTOMOBILE LIABILITY

All Owner Automobiles	1,000,000	1,000,000	1,000,000

Non-Owned Automobiles	1,000,000	1,000,000	1,000,000
Hired Car Coverage	1,000,000	1,000,000	1,000,000

5.11.4 SUBCONTRACTOR'S LIABILITY INSURANCE

Same limits as required of the General Contractor.

5.12 ORAL AGREEMENTS: No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.13.1 All employees on the Work and all other persons who may be affected thereby;

5.13.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.13.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. PROGRESS AND COMPLETION OF WORK

6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.

6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.

6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable, and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor, may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contractor for damages to the work resulting there from.

All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract

Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled *GENERAL GUARANTY*, and as provided in Subsection 6.9 entitled *CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT*.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and

expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees, and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees, and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees, and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. PAYMENTS TO THE CONTRACTOR

7.1 PRICES FOR WORK: The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit quantities, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

7.2 SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the

project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled *SCHEDULE OF VALUES* and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled *RETAINAGE*.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.

7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.

7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.

7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed *punch list*), and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION* and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled *CORRECTION OF WORK BEFORE COMPLETION*, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds there from after deducting all the costs and expense that should have been borne by the Contractor.

7.12 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit quantities. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.

7.13 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled *SUSPENSION OF WORK, TERMINATION, AND DELAY*, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

7.14 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled *OWNER'S RIGHT TO DO WORK*, shall be paid by the Contractor.

7.15 PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled *OWNER'S RIGHT TO TERMINATE CONTRACT*, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

7.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled *SAMPLES*, shall be furnished by the Contractor at his expense.

7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.

7.19 DELAYS AND DAMAGES: The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the

Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted, provided that the Owner reserves the right to elect other remedies available at law or in equity in lieu of liquidated damages.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

7.19.2 The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

As used in subparagraph I, above, the term *subcontractors or suppliers* means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)

SECTION 01232 SUPPLEMENTAL CONDITIONS

1. CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.

2. CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

3. CONTRACT MODIFICATION: All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

4. TRAFFIC & CONSTRUCTION REQUIREMENTS FOR NASHMOR

   4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.

   4.2 All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.

   4.3 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.

5. TEN STATES STANDARDS: The horizontal and vertical separation of sewer lines and water mains must be in accordance with the *Ten States Standards.*

   5.1 Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if one of the following conditions exists:

      5.1.1 It is laid in a separate trench.

5.1.2 It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.

5.1.3 In either case, the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

5.2 Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation, or reconstructed with slip-on or mechanical joint cast iron pipe, asbestos-cement pressure pipe or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

5.3 Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, asbestos-cement pressure pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical joint cast iron pipe, and both services should be pressure tested to assure water-tightness.

6. FEDERAL SAFE DRINKING WATER ACT: In accordance with Section 1417 of this Act, any pipe, solder, or flux used in the installation or repair of public water systems and plumbing used for drinking water, must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Leaded joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.

7. WATER SUPPLY: It shall be the Contractor's responsibility to purchase and convey the necessary water to any location at which it is required on the project.

8. STATE AND LOCAL PERMITS, LICENSES, INSPECTIONS, CERTIFICATES: The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits and Certificate of Occupancy.

9. SIGNS: The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.

10. OWNER'S INSURANCE AUTHORITY: During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner's Insurance Authority.

11. PUBLICITY: All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. Owner shall approve any and all material prior to release for publication.

12. PROTECTION OF WORK: The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.

13. ELEVATION DATUM: The datum adopted by the Engineer is NGVD 1929. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.

14. OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.

15. WORK CITY RIGHTS-OF-WAY: Attention is directed to the fact that work will be going on in City rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

    The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.

16. WORK BEING PERFORMED NEAR WATER AND SEWER LINES: The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of a Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors.

17. TRAFFIC CONTROL: The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled *Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, 1982, 1992 Revision.* Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

    Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

    The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

    All traffic control and marking devices shall be in accordance with the provisions of the *State of South Carolina Uniform Manual on Traffic Control Devices.* Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

18. LINES, GRADES, AND MEASUREMENTS: The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner's Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner's Engineer.

    The Contractor's Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner's Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

    The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the

work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore, and for the accurate construction of the entire work.

The Owner's Engineer shall have access to all field notes. Field notes will be recorded in bound field books, and copies given the Owner's Inspector at the close of each shift.

19. CITY BUSINESS LICENSE: The successful Bidder and all subcontractors will be required to obtain a business license from the City of Charleston prior to beginning work, if said Bidder does not have a current license.

20. UTILITY LOCATIONS: Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked. The following is a list of utility companies and persons to be contacted for utility locations.

UTILITY SERVICE OR FACILITY	PERSON TO CONTACT (NAME, TITLE & PHONE NO.)
Telephone, Electric, Gas, Cable TV	Palmetto Utility Production Service 1-888-721-7877 Call 3 days prior to digging
Water & Sewer	Charleston CWS (843) 727-6800 (Ask for Service Department) Will send field technician to locate

21. DANGER SIGNALS AND SAFETY DEVICES: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.

22. ARTIFACTS: Any historical artifacts that are unearthed during the excavation, removal, or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.

23. PAVEMENT GUARANTEE: The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.

24. CLEAN-UP FOLLOWING WORK: Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the wall installation. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.

25. PRE-CONSTRUCTION CONFERENCE: Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.

26. PERFORMANCE STANDARDS: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be

otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner's Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.

27. AS-BUILT DRAWINGS: The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.

28. SPECIFICATIONS AND DRAWINGS: The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

THE DRAWINGS ARE LISTED AS FOLLOWS

Title
7 Nashmor Drainage Improvement Project

THE TECHNICAL SPECIFICATIONS

Latest SCDOT specifications.

(End of Section 01232)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

B & C Land Development, Inc.
3785 Old Charleston Highway
Johns Island, SC 29455

SURETY:
(Name, legal status and principal place of business)

American Southern Insurance Company
365 Northridge Road
Suite 400
Atlanta, GA 30350

OWNER:
(Name, legal status and address)

City of Charleston
2 George Street, Suite 2100,
Charleston, South Carolina.

BOND AMOUNT:
Five percent of amount bid penal sum not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (5% NTE $7,500.00)

PROJECT:
(Name, location or address, and Project number, if any)

Nashmor Project
Drainage Improvements
Charleston, SC

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this April 29, 2016

B & C Land Development, Inc.
(Principal) *(Seal)*

President
(Title)

(Witness)

American Southern Insurance Company
(Surety) *(Seal)*

(Witness)

(Title) Attorney-in-Fact: David R. Brett

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AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Patricia E. Martin of Lutz, Florida; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of October, 2014.

Attest:
Gail A. Lee, Secretary

American Southern Insurance Company
By:
Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 6th day of October, 2014, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2017

STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 29th day of April, 2016

John R. Huot
Vice President

CANDACE T. CHEATHAM
MY COMMISSION
NOTARY PUBLIC
EXPIRES 12-07-2017
DEKALB COUNTY, GEORGIA

Power No. **38876**