

CITY OF BEAUFORT
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSAL
RFP NO. 2016-103



CITY OF BEAUFORT
CREDIT CARD GATEWAY
DUE: DECEMBER 11, 2015 by 2:00 PM



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CITY OF BEAUFORT, SC REQUEST FOR PROPOSAL RFP NO. 2016-103

SEALED PROPOSALS will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET Friday, December 11, 2015**. All qualified contractors are invited to submit proposals to the City of Beaufort for the following:

City of Beaufort CREDIT CARD GATEWAY

SUBMIT: One (1) unbound original and four (4) bound copies of all requested documentation must be received on or before **2:00 P.M. ET December 11, 2015**.

ADDRESS TO: City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Michael Ahern

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

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

EMAIL ADDRESS: mahern@cityofbeaufort.org

PHONE NUMBER: 843-525-7071

FAX NUMBER: 843-986-5606

MARK OUTSIDE ENVELOPE: "RFP NO. 2016-103 CREDIT CARD GATEWAY"

DEADLINE ENFORCED

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

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

Proprietary and/or Confidential Information

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

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

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

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

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

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

THE DEADLINE FOR QUESTIONS IS: 4:00 P.M., NOVEMBER 30, 2015. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 3:00 PM ON DECEMBER 4, 2015.

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

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

Compliance with the South Carolina Illegal Immigration Reform Act

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

POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

Intent

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

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

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

Goal for Participation

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

Required Forms

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

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

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

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

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

REQUEST FOR PROPOSAL
CITY OF BEAUFORT
CREDIT CARD GATEWAY (RFP NO. 2016-103)

I. INTRODUCTION

The City of Beaufort (City), South Carolina, is requesting proposals from qualified firms for PCI-gateway and electronic payment services including credit, debit and eCheck that will interface with the City's payment processing and receipting systems provided by Tyler Technologies - MUNIS. The service provider selected should be supported in Munis Citizen Self Service (Version 9.4+) and shall accept payments submitted via the Internet. The City anticipates that the selected provider will be capable of providing the above-mentioned services in order to further develop and improve the available payment options for City customers.

The City is in the implementation stage of Munis Citizen Self Service, version 9.4. The implementation process has begun and a final implementation date has been scheduled for January 29, 2016. It is the intention of the City to have the selected vendor for these services and implementation of the PCI-Gateway services in place by that date to begin full testing of the system before the planned go live date of mid to end February 2016.

II. SCOPE

The City is seeking a qualified firm to provide PCI-gateway and electronic payment processing of credit card, debit card and eCheck payments via the internet. The internet payment module at a minimum should include payment module development, customized web interface file transfer development, system integration, payment optimization and project management to provide an easy transition and implementation process. The City does not currently accept credit card payments through an electronic payment system. The internet payment module should also allow for at least the following payment options in U.S. dollars:

- Credit Cards
- Debit Cards
- eChecks

The successful proposer will provide services to include, not limited to the following:

- Integrated Web Payments – the City will be using the online payment system utilizing the Tyler Munis application. This system is hosted by Munis ASP. The awarded vendor will need to integrate with Munis Self-Service System and Munis Receipting System.
- Easily integrated data with the City's back office systems: Munis Self-Service System and Munis Receipting System via real time Application Program Interface (API) Integration.
- Transactions deposited within 24 to 36 hours into designated City bank account. The successful proposer will make available reports to the City detailing all transaction activity, including authorization codes for each transaction. These reports should be available on a daily, weekly, and monthly basis.

- The system should be able to accommodate stand alone transactions to facilitate payments that require special handling, such as mixed tender.
- Respondents should indicate in their qualifications which forms of electronic payment they will support. As an example, Visa, Mastercard, American Express, Discover, Electronic Check, PayPal, Apple Pay, etc.
- Any required service fees must be charged directly to the customer as a convenience fee and part of each transaction. When a convenience fee is charged to the customer the system must charge any such fee separate from the City transaction and provide receipts to the customer detailing the amount of the charge for the City transaction and the convenience fee, respectively. Additionally, the system must comply with all applicable laws and regulations, including prior notice to the customer of a convenience fee and its amount, and an acknowledgement and acceptance of the convenience fee by the customer prior to the completion of the transaction.
- The successful proposer must be PCI compliant and maintain PCI (Payment Card Industry) compliance throughout the term of the resulting agreement and any renewal periods. Describe any additional security measures or certificates.
- The successful proposer shall be solely responsible for handling all customer claims and transaction related disputes, and will have customer and client support available from at least 8:00am-5:00pm Eastern time with preference given to both internet and telephone support options.
- The system should provide the ability to cross-balance reports; i.e., the summation of final totals for all daily reports for a given month should balance to the total shown on the monthly reports for that month.
- The system should have real-time reporting, available via a secured website. Security should be co-administered by designated City employee(s) and the successful proposer.
- The system reporting capabilities should include providing daily, weekly, monthly, and year-to-date totals by payment type (credit/debit card or eCheck) and transaction type and record count, by user-designated number of days for transaction totals. These reports should also provide a breakdown/sub-total by payment and transaction types. All reports should be available via email to the appropriate City Department contact (with a copy being sent to a designated second mailbox) and/or available for viewing/printing via the Internet/. Contact information should be included for the payee in the event of an error.
- The system shall electronically store daily, weekly, monthly, and annual totals and transaction detail by payment type, transaction type, and record count for a minimum of two (2) years.
- The system should provide the following standard reports and should be exportable to an archival file type such as .pdf or .csv:
 - Detail Transaction/Payment Type Report – This report should be capable of recapping all transaction by either the transaction type or the payment channel.
 - Summary of Payments Report – This report lists the total number of payments and amount received for each payment and an identifying number as defined by the City.
 - Payment Void Report – This report lists all payment transactions voided on a given day, including receipt number and explanation.
- Respondents that offer additional services that further support or enhance the core services sought by the City through this RFP may supplement their responses with information about

the availability of such services. Additional services may include but are not limited to the following:

- Point of Sale (POS) locations
- Bill presentment
- Mobile payment applications
- Customer transaction history retention
- Payment scheduling

III. TERM OF AGREEMENT

- I. The contract shall start upon approval of owner or agent and remain in effect for thirty six (36) month period. At the end of the thirty six (36) month initial term, this contract may be extended for an additional two (2) twelve (12) month periods upon mutual acceptance each year thereafter under the same terms and conditions.

IV. SUBMISSION REQUIREMENTS

- I. Submission Details:
 - i. **RESPONSE TO THIS REQUEST FOR PROPOSAL MUST INCLUDE THE FOLLOWING:** Those firms interested in providing professional services for this project must submit one (1) unbound Original and four (4) bound copies and the proposal must include the items specifically enumerated below in section IV.II. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a firm profile or brochure.
 - ii. **Proposal Development**
 - I. **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

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

II. **Proposal format:**

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

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

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

- i. Company name, address, telephone number(s), and website.
- ii. Name, title, e-mail address, and telephone number of the person(s) to contact and who are authorized to represent the company and to whom correspondence should be directed.
- iii. A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.
- iv. Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.
- v. The letter must be signed by a corporate officer or person authorized to bind the firm to the proposal and proposed cost.
- vi. A statement indicating that the proposal and proposed cost will be valid and binding for ninety (90) days following the proposal due date, and will become part of the contract negotiated with the City of Beaufort

b. **Firm's Qualifications**

- i. Describe the firm and provide a statement of the firm's qualifications for performing the services described herein. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years. Describe the level of PCI compliance maintained by your company.

c. **Firm's Work History and References:**

- i. Provide a brief summary of the Firm's experience in providing merchant and gateway services to public sector. This summary should include the number of years managing credit card, debit card, and other online payment services.
- ii. Provide a minimum of three client references (name, address, e-mail and phone number) for related service agreements, including dates and a brief description of the agreement including monthly transaction volume. References from municipal governments are preferred.

- iii. Identify any additional or unique resources, options, capabilities or assets which the Proposer would bring to this project.
- iv. Provide a brief description on the structure of financing that was developed for the project.

d. Service Plan:

- i. Provide a detailed discussion of your Firm's approach to the successful implementation of the services described herein. Include thorough discussions of methodologies you believe are essential to successfully providing these services.
- ii. Include a proposed work schedule to accomplish all of the required tasks with a timeline and identify the staff who would be assigned to each task
- iii. Provide complete technical specifications for all systems, software and hardware and any other components needed to provide the services described herein.
- iv. Describe security protocols protecting the transfer of information from the City to the vendor, and from the vendor to the City.
- v. Describe your identity theft, or, 'Red Flag' policy.
- vi. Describe the process your firm would go through to assist in identifying fee reduction opportunities.
- vii. Describe any additional services/solutions which may benefit the City.

e. Reporting Requirements

- i. Submit samples of reports which would be provided and provide descriptions of their frequency, purpose, and adherence to the City's requirements.

f. Price Summary Form

- i. Cost proposals are requested and shall be submitted with your proposal using the form provided in Attachment A.

g. Required Forms:

- i. Proposals must include the required forms.
 - 1. Certificates of Insurance showing present coverage as described in the "Insurance" section of the General Terms and Conditions.
 - 2. Ethics in Public Contracting Certification
 - 3. Non-Collusion Affidavit
 - 4. Small / Woman-Owned / Minority Business Enterprise Form
 - 5. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
 - 6. RFP Signature page (must be signed in ink)

h. Other Information to Provide

- i. List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.
- ii. Proposer shall be responsible for providing a letter from the surety company that would issue Performance and Payment bonds for the Contractor included on your team, providing information on the Contractor's bonding capacity.

V. EVALUATION PROCESS AND SELECTION CRITERIA

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

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

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

It is the City's intent to contract with one proposer to provide merchant and gateway services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. The committee will evaluate each Component separately. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and

all bids that is in the best interest of the City. The scoring of the proposals by the City's RFP Evaluation Committee shall be based on the respondent's qualifications including, but not limited to the following:

1. Qualifications of Firm. (10 points)
2. Experience of Firm. (15 points)
3. Understanding of the City's requirements and demonstrated ability to perform the services described – Proposed Service Plan. (30 points)
4. Proposed Cost. (25 points)
5. Firm's Reporting Capabilities. (20 points)

The City may choose to interview one or more contractor(s) responding to this RFP. The City reserves the right to request and obtain, from one or more contractor(s), supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. After interview(s), the City reserves the right to give the top two ranked contractors the opportunity to make any adjustments to their proposals prior to the committee making a final decision. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

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

PROPRIETARY INFORMATION

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

BACKGROUND CHECK

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

REQUIREMENTS

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

JURISDICTION

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

ASSIGNMENT

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

ACCEPTANCE OF PROPOSAL CONTENT

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

COMPETITIVE NEGOTIATION SOLICITATION

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

FORCE MAJEURE

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

FAILURE TO ENFORCE

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

FAILURE TO DELIVER

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

CONFLICT OF INTEREST

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

EMPLOYMENT DISCRIMINATION

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

DETERMINATION OF RESPONSIBILITY

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

INDEMNIFICATION

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

INSURANCE

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

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

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

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

Certificates of insurance must be included in the proposal.

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

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

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

- b) Fidelity – Blanket Employee Dishonesty

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

- c) Theft, Disappearance, and Destruction Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY BUSINESS LICENSE

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

TERMINATION FOR CONVENIENCE OR FOR CAUSE

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

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

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

COMPLIANCE WITH LAWS

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

RIGHTS RESERVED BY CITY

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

NON-COLLUSION AFFIDAVIT

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

ETHICS IN PUBLIC CONTRACTING

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

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

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

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

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

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

<http://www.sctax.org/forms/withholding/i-312-form>

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

NON-APPROPRIATION

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

CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP NO. 2016-103

PROPOSER'S NAME: _____

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

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

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

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

*Signature: _____ Title: _____

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

Printed Name: _____ Date: _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

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

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20_____

ITS: _____
TITLE

Notary Public for _____(state)

My commission expires: _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

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

(signed)

(title)

SWORN to before me this _____
day of _____, 20____

Notary Public for _____(state)

My commission expires: _____

By: _____
(signature)

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

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

Attachment A

PRICE SUMMARY FORM

Please provide Unit Price for the following and include any additional fees not listed:

Contract Fee:	\$ _____
Monthly Minimum Charge:	\$ _____
Setup Fee:	\$ _____
Annual Assessment/Compliance Fee:	\$ _____
Monthly Service Fee:	\$ _____
Per Transaction Fee:	\$ _____
(list separately if there is a dollar and % transaction charge)	\$ _____
Terminal Fee per month or year:	\$ _____
Chargeback Fee:	\$ _____
Batch Settlement Fee:	\$ _____
Other Fees (describe) _____:	\$ _____
Other Fees (describe) _____:	\$ _____
Other Fees (describe) _____:	\$ _____

I certify that the certifications required by this solicitation are attached hereto, completed, and signed by an authorized official of the company. I further certify that all services on which my firm offered a proposal are available for delivery within the time limits established in this Request for Proposal. I further certify that if this firm is the successful proposer, we will produce evidence of liability, property, and Worker's Compensation insurance for the limits specified in this solicitation.

NAME OF COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____