Charleston Area Regional Transportation Authority (CARTA)

INVITATION FOR BIDS (IFB# CARTA2018-03)

Parking Ticket Kiosk

Due Date: March 09, 2018
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
1362 McMillan Ave, Suite 100
North Charleston, SC 29405
Invitation for Bids
Solicitation #CARTA2018-03

Parking Ticket Kiosk

February 23, 2018

Invitation for Bids from qualified companies will be received by the Charleston Area Regional Transportation Authority (CARTA) to purchase two (2) Walk-up Unattended Parking Ticket Kiosks with the option to purchase additional units for a new Park and Ride lot located in Charleston, SC.

Bids will be received until 3:00 P.M., local time, March 09, 2018, after which time will be publicly opened and read.

This solicitation does not commit Charleston Area Regional Transportation Authority (CARTA) to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. Charleston Area Regional Transportation Authority (CARTA) reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interests of Charleston Area Regional Transportation Authority (CARTA) to do so.

Sincerely,

[Signature]

Jason M. McGarry
Procurement/Contracts Administrator
Charleston Area Regional Transportation Authority

Note: The deadline shown above 3:00 P.M on Friday March 09, 2018 is extremely important. The completed bid must have been physically received on or prior to that deadline. If you plan to have your bid delivered other than by personal delivery, please remember that even though the bid may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.
DESCRIPTION: **Walk-up Unattended Parking Ticket Kiosk**

QUESTIONS MUST BE RECEIVED BY: **March 02, 2018 by 3:00 PM**

SUBMIT OFFER BY (Opening Date/Time): **March 09, 2018 by 3:00 PM**

(See "Questions From Offerors" provision)

(See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: One (1) Original and One (1) Copy.

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<table>
<thead>
<tr>
<th>NAME OF OFFEROR</th>
<th>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(full legal name of business submitting the offer)</td>
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<thead>
<tr>
<th>AUTHORIZED SIGNATURE</th>
<th>DATE SIGNED</th>
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<tbody>
<tr>
<td>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</td>
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<table>
<thead>
<tr>
<th>TITLE</th>
<th>STATE VENDOR NO.</th>
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<tbody>
<tr>
<td>(Business title of person signing above)</td>
<td>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</td>
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</tbody>
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<thead>
<tr>
<th>PRINTED NAME</th>
<th>STATE OF INCORPORATION</th>
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<tbody>
<tr>
<td>(Printed name of person signing above)</td>
<td>(If you are a corporation, identify the state of incorporation.)</td>
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<thead>
<tr>
<th>OFFEROR'S TYPE OF ENTITY:</th>
<th>(Check one)</th>
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<tbody>
<tr>
<td>___ Sole Proprietorship</td>
<td>___ Partnership</td>
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<tr>
<td>___ Corporate entity (not tax-exempt)</td>
<td>___ Corporation (tax-exempt)</td>
</tr>
<tr>
<td>___ Government entity (federal, state, or local)</td>
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</table>

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<thead>
<tr>
<th>HOME OFFICE ADDRESS</th>
<th>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See &quot;Notice&quot; clause)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Address for offeror's home office / principal place of business)</td>
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<thead>
<tr>
<th>Area Code - Number - Extension</th>
<th>Facsimile</th>
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<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>E-mail Address</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>PAYMENT ADDRESS</th>
<th>ORDER ADDRESS (Address to which purchase orders will be sent) (See &quot;Purchase Orders and &quot;Contract Documents&quot; clauses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Address to which payments will be sent.) (See &quot;Payment&quot; clause)</td>
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</tbody>
</table>

| ___ Payment Address same as Home Office Address | ___ Order Address same as Home Office Address |
INTRODUCTION

The Charleston Area Regional Transportation Authority (CARTA) is seeking qualified companies to submit bids to provide two (2) Walk-Up Unattended Parking Ticket Kiosks for a new Park and Ride lot located in Charleston, SC. The goal of the kiosk will be for riders to pay a fee and receive a printed ticket they can place on the vehicle dash. The ticket will need to show the date and time very visibly.

BACKGROUND


CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

SPECIAL INSTRUCTIONS

A. **BID SUBMITTAL DEADLINE:**

   Bids will be received until **3:00 P.M. EST, March 09, 2018**, after which time will be publicly opened and read.

B. **TIME/TERM OF AGREEMENT:**

   A purchase order will be awarded to the Bidder whose bid will be most advantageous; price and other factors including, schedule and material.

   Bidder warrants and represents that they must adhere to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

C. **NOTICE TO PROCEED:**

   Issuance of the Purchase Order to the selected bidder will act as official Notice to Proceed.

D. **SCOPE OF SERVICES**
1.0 SCOPE OF SERVICES
The Charleston Area Regional Transportation Authority (CARTA) is seeking qualified companies to submit bids to provide a Walk-Up Unattended Parking Ticket Kiosk for a new Park and Ride lot located in Charleston, SC. The goal of the kiosk will be for riders to pay a fee and receive a printed ticket they can place on the vehicle dash. The ticket will need to show the date and time very visibly.

A. EXCEPTIONS TO SPECIFICATIONS
Any exceptions to these specifications indicated herein must be clearly noted, in writing on page two of the Bidders Response Sheet.

B. WARRANTY
Contractor shall provide all warranty information upon completion of the project.

2.0 SPECIFICATIONS
A. Kiosk Requirements
- Fully automated Parking Ticket dispenser Kiosk
- Cloud based capable
- Interactive touch screen with multi language options
- Backlit display panel large enough to legibly display all necessary information
- Display shall be easy to read under various daytime and nighttime lighting conditions
- Accepts cash, debit and credit – no change given
- Dual locks to remove cash vault with logging feature capable of tracking date and time open, person or key used to gain access and duration open.
- Prints ticket that rider will place on their vehicle dash with date in large font
- Secure administrative access to the back office for financial accountability, reporting and reconciliation
- Training to navigate and utilize the back office system
- All-inclusive warranty
- 24/7 Technical support for users
- Secure financial information provided by the user in compliance with applicable federal and state laws or regulations as well as credit card industry standards
- Kiosk shall be weather and rust resistant and shall be made of stainless steel or an equivalent material
- Ability to remotely update pricing of parking
- Automatically create work orders for generated alarms or customer reports of malfunction. Tickets shall be able to be updated via email or app
- Send alerts to designated personnel if a unit is not functioning
- Vendor will be responsible for the supply, installation, configuration and testing of the kiosk

B. Responsibilities of CARTA
- CARTA will be responsible to provide power to the kiosk as well as Wi-Fi service.
Bidder Name: ____________________________________________

The undersigned hereby offers to furnish all materials, supplies, and equipment necessary to provide a Walk-up Unattended Parking Ticket Kiosk for Charleston Area Regional Transportation Authority (CARTA). Please note CARTA SC Sales Tax Exempt Certificate # 2005644-000.

**BID PRICES:**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Parking Kiosk</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td>Software/Support</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td></td>
<td>Training</td>
<td>$_________</td>
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**TOTAL:** $_________

Delivery: _______ days after receipt of PO.

*Please use page 2 to describe any additional fees and/or options.

Respectfully submitted this ______day of ______________ 2018.

Company Name __________________________________________________________

Authorized Signature ____________________________________________________

Name and Title (type or print) ______________________________________________
Statement of Option(s) – additions and/or deductions that are available but are not included in the pricing stated above: Provide a detailed description and pricing, if appropriate, of product option(s) available that are offered but not listed above.

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<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
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GENERAL TERMS & CONDITIONS

ASSIGNMENT

The successful Bidder shall not assign in whole or in part his duties under this contract without the prior written consent of CARTA. The successful Bidder shall not assign any money due or to become due to him under this Contract without the prior written consent of CARTA.

SUBCONTRACTORS

If any subcontractors will be used for this project, the successful Bidder shall provide to CARTA 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.

The Bidder shall not substitute other subcontractors without the written consent of CARTA.

Successful Bidder shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

If at any time CARTA determines that any subcontractor is incompetent or undesirable, CARTA shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.

Nothing contained in any contract resulting from this Invitation for Bids shall create any contractual relationship between any subcontractor and CARTA.

WAIVER

By submission of its Bid, the Bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the Bid for errors and omissions; that the prices and costs stated in its Bid are correct and as intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

Confidential Information subject to the requirements of Section 30-4-10, et. seq., Code of Laws of South Carolina, 1976, as amended, commercial or financial information obtained in response to this IFB which is privileged and confidential pursuant to S.C. Code Ann. '11-35-410 will not be disclosed. All Bidders, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their Bid which such Bidders consider to contain privileged and confidential information.

Additionally, all Bidders shall be solely responsible for identifying as exempt from the Freedom of Information Act and visibly markings “EXEMPT FROM FREEDOM OF INFORMATION ACT” each specific part of their Bid which Bidder deems to be so exempt. Bidders shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. 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 of matters that may be exempt from disclosure as set forth in the Freedom of Information Act. CARTA reserves the right to
determine whether the information should be exempt from disclosure. No action may be brought against CARTA or its agents for its determination in this regard. CARTA hereby disclaims any responsibility for not disclosing information identified by any Bidder as confidential or exempt from Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Bidder’s failure to visibly mark it as “confidential” or “exempt from Freedom of Information Act.”

Bidders should not simply mark the entire bid as confidential or exempt from the Freedom of Information Act. Doing so will result in CARTA’s making an independent determination of confidentiality or exemption.

CARTA hereby disclaims any responsibility for any information which is disclosed as a result of such independent determination of confidentiality or exemption necessitated by the Bidder’s failure to properly follow this section.

**COMPLIANCE WITH LEGAL REQUIREMENT**

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 S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the successful Bidder throughout the pendency of this Project. The successful Bidder shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CARTA harmless and indemnify same in the event of non-compliance as set forth in the Contract.

**CONTROLLING LAW**

Any contract arising from this Invitation for Bids shall be governed by the laws of the State of South Carolina and any and all disputes arising out of said contract shall, if litigation is necessary, be litigated only in a non-jury hearing in the Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina.

**INCORPORATION BY REFERENCE**

The contents of this Invitation for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the contract for this Project.

**NON-DISCRIMINATION**

The successful Bidder 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.

**DRUG-FREE WORKPLACE**

Successful Bidder shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).

**RESERVED RIGHTS/LIMITATION OF FUNDING**

All Bidders are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased or not granted, CARTA reserves the right to terminate any IFB;
any contract awarded hereunder or modifies any contract or this IFB accordingly. CARTA makes no representations that any contract will be awarded to any Bidder responding to this IFB.

- CARTA reserves the right to waive any minor irregularities in any and all Bids.
- CARTA reserves the right to reject all Bids and re-solicit or cancel this procurement if deemed by CARTA to be in its best interest, without indicating any reason.
- CARTA also reserves the right to enter into a contract with any Bidder based upon the initial Bid or on the basis of a best and final offer without conducting oral interviews.

PROTEST PROCEDURE

Any prospective Bidder or contractor who is aggrieved in connection with the solicitation of a contract may protest to CARTA’s Executive Director. Any such protest must be delivered in writing within five days of the issuance of the IFB or within five days of amendment thereto if the amendment is at issue. Any actual Bidder, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Executive Director. Any such protest must be delivered in writing within five days of the date the notice of award or intent to award is posted. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised.

This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protest alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

PROHIBITED INTEREST

No member, officer, employee of BCDCOG, or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

ADDENDUM

Any addendum issued during time of bidding and before the time of BID opening, or forming a part of documents loaned to Bidders for the preparation of the BID shall be covered in the BID and shall be a part of the contract.

TAXES

The Bidder should be aware that S.C. Code Ann. '12-8-550 requires withholding of a percentage of payments made to certain nonresidents conducting business in South Carolina. (Inquiries concerning Section 12-8-540 and 12-8-550 should be addressed to Withholding Section, South Carolina Tax commission, P.O. Box 125, Columbia, South Carolina, 29214 (telephone: (803)737-4804).

LABOR PROVISIONS

South Carolina is a Right-to-Work state. The successful Bidder shall be responsible for compliance with all applicable requirements of 49 USC '5333(b).