



We Are Columbia

**Request for Proposal
RFP 001-16-17NMJ
Financing for City of Columbia, S.C. Parking Facilities**

Date: August 1, 2016

**Response Deadline:
August 25, 2016
11:00 A.M. (EST)**

**Send Hard Copies and CD's to:
City of Columbia/Procurement & Contracts Department
Attention: RFP001-16-17 Financing for City of Columbia, S.C. Parking Facilities
1136 Washington Street – 7th Floor
Columbia, S.C. 29201**

**Questions must be submitted using Bid Online.
Deadline for additional information and questions is:
August 16, 2016
5:00 P.M. (EST)**

Nadia M. Johnson, Contracts Specialist II

CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the respondent offers and agrees that if the proposal is accepted, the respondent will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

The respondent's final response as accepted by the City of Columbia shall mean: the final cost and technical proposals submitted by the awarded respondent and any subsequent revisions to the awarded respondent's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City of Columbia, except that no objection or amendment by the respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City of Columbia has explicitly accepted the respondent's objection or amendment in writing.

Additionally, by signing you agree to the above and to all the terms and conditions set forth in this document and if awarded this proposal shall become the final contract.

WITNESSES AS TO RESPONDENT:

RESPONDENT

BY: _____

TITLE: _____

DATE: _____

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

DATE: _____

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I. GLOSSARY OF TERMS

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Adjuster: An insurance agent who investigates personal or property damage and makes estimates for effecting settlements.

Administration: Performance of executive duties

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Audit: A detailed review and examination of records, documents and the business processes with the confirmation by outside experts of a situation or condition concluding with a detailed report of findings. A formal examination or verification of financial accounts or other business operations. Examples include financial, compliance and management audits.

Capability: The ability of a bidder to fulfill the contract at time of award.

City- City of Columbia, SC, also known as the "Owner" or "Utility"

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

Mandatory: Obligatory, required by order, a provision that may not be waived.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this RFP. Also see definition of a *Responsible and Responsive Offeror/Bidder*.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Self-Funded: Assuming full responsibility for funding a project

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

II. GENERAL INFORMATION

Financing for City of Columbia, S.C. Parking Facilities

The City of Columbia (the "City"), the state capital of South Carolina, is at the heart of one of the fastest growing metro areas in the Southeast. As the home to state government, six major universities including the University of South Carolina (with over 30,000 students in their city center campus), and the nation's largest Army training facility, Columbia enjoys a vibrant local economy built on a strong foundation.

In a time of dynamic growth, the City is committed to ensuring that adequate parking supply is available in the major growth areas and that a lack of parking does not slow down this vibrant economic engine.

The City is governed by a council-manager form of government. The Mayor and City Council, who are elected for four-year staggered terms, are vested with the legislative and policy-making powers of the City. Day-to-day activities are administered by a council-appointed City Manager who serves as the chief executive officer of the City and is responsible to the City Council for proper administration of all affairs of the City.

Sealed proposals will be received by the City of Columbia, South Carolina, for the above titled project. This solicitation is a Request for Proposals (RFP). Proposals must be submitted digitally to Bid Online (the City's e-Procurement System) and hard copies received no later than 11:00 a.m., local time, August 25, 2016. Hard copy submittals shall be sent to *City of Columbia, Procurement and Contracts Department 4th Floor, 1136 Washington Street, Columbia, South Carolina 29201 Attn: RFP001-16-17NMJ Financing for City of Columbia, S.C. Parking Facilities.* The last day for technical and procurement related questions is August 16, 2016 at 5:00 PM and must be submitted through Bid Online.

The City of Columbia will conduct a formal selection process to determine the best qualified respondent that meets the City's needs and budget. A selection committee will review the proposals, evaluate, and score. Negotiations will begin with highest ranked responsive and responsible offeror. The determination of the successful respondent will be based on a variety of criteria including, but not limited to, qualifications, approach, similar past transactions and risk.

The City of Columbia is an equal opportunity employer and encourages Local Business Enterprise (LBE), Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business in accordance with SBA guidelines and/ or similar state or federal certification programs participation to the extent legally feasible. Local Business Enterprise Preference points will be given to any Firm who is certified as a City of Columbia Local Business Enterprise.

III. PURPOSE, BACKGROUND, GOALS AND OBJECTIVES

The City presents this Request for Proposals ("RFP") to those Respondents interested in a public-private partnership with the City to: (1) provide financing for public parking garages; and (2) provide the City with a sound and achievable path to enhance the financing through innovative methods while helping to ensure the overall financial stability of the parking system.

The City presently owns and operates eight parking facilities with a capacity of more than 4,800 spaces. On-street metered and pay by cell parking includes over 4,400 spaces. The City manages an aggressive enforcement program which assists in providing on-street turnover parking as well as comprehensive enforcement related to safety.

Exhibit A details the past five years of revenues and operating expenses; and estimates current year and future year numbers.

The goal of this RFP is to identify a Respondent that presents the knowledge, experience and financial capability to develop a financing package favorable for the City to begin the process of designing and/or constructing new parking facilities in a timely manner.

The City welcomes creative and innovative approaches, especially those which have a successful track record.

The City is currently committed to construct two public parking garages in what is known as the Commons at Bull Street, each with approximately 800 spaces. The first garage is scheduled to open in the first quarter of calendar 2018. That garage will be incorporated in a 32 acre retail development located between Bull Street, Colonial Drive, Spirit Communications Park and the Babcock Building. The garage will also service Spirit Communications Park which can seat approximately 9,000 patrons for sporting events and up to 15,000 patrons for major outdoor concerts. This major Downtown entertainment venue (opened in April 2016) currently serves as home to the Columbia Fireflies, a minor league -affiliated Class A baseball team. The venue also provides meeting space and will host concerts and other events in addition to baseball. Estimated revenue for this garage is found in Exhibit B. A second 800 car garage is anticipated to be built at a later date on the 165-acre development site. Exhibit C includes a master plan of the Commons at Bull Street illustrating the garages and surrounding development.

The City is also interested in developing public parking facilities in existing commercial and/or hospitality areas where demand is exceeding supply, and wishes to develop a financing methodology to support economic development opportunities with public parking. As the core of Columbia continues to experience unprecedented growth, expanded nightlife and a surge of downtown residents, the increased demands for parking offer opportunities for high use of all available parking during both daytime and evening hours within existing and future garages. The City is committed to properly locating future garages within the thriving corridors in order to maximize on those opportunities and working with private partners to work towards that goal.

Process

The City envisions this as a three part process:

1. The review and ranking of all RFP submittals. The review will be conducted by a committee comprised of financial, development and parking professionals.
2. Interviews (optional at the committee's discretion) with finalists and a grading of finalists. The committee will seek approval from Columbia City Council to begin negotiations with the highest ranking Respondent.
3. City staff will negotiate a contract and request approval from Columbia City Council.

As of the issuance date of this RFP, all interested Respondents are specifically directed to not communicate with or otherwise have meetings, conferences or technical discussions with any City employee or the Mayor or any member of the Columbia City Council for purposes of responding to this RFQ, except in the manner prescribed in this document. **NO DIRECT OR INDIRECT CONTACT WITH THE MAYOR OR ANY CITY COUNCIL MEMBER WILL BE ALLOWED. IF SUCH CONTACT IS MADE, THE CITY RESERVES THE RIGHT TO REJECT THE PROPOSAL**

IV. SCOPE OF SERVICES

The intent of the RFP is to provide the City with a vehicle for funding future parking facilities, beginning with the first Bull Street parking garage. The approximate design and construction cost of that garage is estimated at \$16,000,000 and it is projected to be completed by the first quarter of 2018. It is anticipated that, in order to fully underwrite the transaction, the Respondent selected by the City will anticipate a due diligence period of no greater than 60 days after selection. For the purposes of this RFP, Respondents should consider the following and propose a financing structure, term and rate for this initial transaction:

The Parking Enterprise Fund will pledge existing net revenues from meters, garages, permit sales, bag fees, event parking and any other income related to the provision of parking to the public. The City will NOT provide a general obligation guaranty or similar backstop relying on its General Fund. Revenues from moving violations (e.g., parking fines and fees) are not actually pledged as security. Those fines and fees are deposited into the parking system and they are an available source to pay the bonds (or other expenses), but they cannot be pledged as security.

The Parking Enterprise Fund currently has senior lien debt secured by the net revenues of the parking facilities, in the aggregate amount of approximately \$41 million (the "Existing Parking Bonds"), details of the scheduled debt repayments are included in Exhibit D. Exhibit E contains a list of existing contractual obligations. Respondents are encouraged to review financing documents in detail, which are available in Bid Online at:
<https://bidonline.columbiasc.gov/ifa7/bidonline/>

The Parking Enterprise Fund can enter into a 20 to 30 year agreement not subject to appropriation. The City will not provide additional guarantees or backstops beyond the cash flow or assets of the Parking Enterprise Fund. The Parking Enterprise Fund can provide

additional security through its cash reserves, currently at \$5,000,000.00 and through an interest in the real estate associated with the existing and proposed garages.

The financing will be subject to all existing parking permits and agreements. The City retains all rights over parking rates, subject to the bond ordinances authorizing the Existing Parking Bonds. Exhibit F contains a list of existing bond documents and City ordinances. Respondents are encouraged to review these documents in detail, which are available in Bid Online at: <https://bidonline.columbiasc.gov/ifa7/bidonline/>.

V. RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT

Written proposals shall include all of the information required in this Request for Proposal, and may include any additional information that the respondent deems pertinent to the understanding and evaluation of the proposal. Submittals print size shall be 12 pt. font minimum, on 8½ x 11 one-sided or two and shall not exceed 50 pages. Submittals shall include the following information and divided by tabs:

1. Signed certification (page 2) of this solicitation
2. Cover letter and Company Overview

The cover letter must include the following:

- a. The cover letter must be signed by an authorized signatory and include the name, title, address, email address, telephone and fax numbers for the signatory.
- b. The cover letter must include contact information (name, title, address, telephone number, fax number and email address) for the project manager if different from the signatory.
- c. Legal structure of Respondent and/or anticipated entity (e.g., corporation, joint venture, limited partnership, etc.) and date of legal establishment.
- d. Conflict of Interest Statement (see Appendix VI).
- e. A Non-Collusion Affidavit (see Appendix II).
- f. Affirmative Action Procurement and Contracting Goals (see Appendix III).
- g. A Statement that all terms and conditions within this solicitation have been reviewed and whether or not the respondent takes exception to the language.

3. Executive Summary

Explanation as to why the firm is the best qualified to provide the services requested for the City of Columbia. This should include any highlights, benefits, conclusion, assumptions, or general recommendations of the proposal.

4. Qualifications

The Respondent and its team could consist solely of a Respondent, a Respondent and consultants, a joint venture, or any other appropriate cooperative effort. The City recognizes that respondents may not at this time identify all the professionals that might eventually be involved and the Respondent's team; however, to the extent that a more comprehensive set of team members can be identified (e.g., legal, financial, etc.), please do so by providing as much information on each member of your team as you deem relevant.

Resumes for all key project personnel should be included and show at least the following:

1. Name, specialty, title, and how they fit into the scope.
2. Description of relevant experience in similar projects, whether completed or in process, and whether any of this experience has been in the State of South Carolina.

5. Financial Capacity and Related Financial Information.

Respondents should provide the following information to demonstrate the financial capacity to undertake and complete the development proposed. Respondents should include one (1) bound original of the Evidence of Financial Capacity, (which shall remain confidential). This information will be used solely by the City for purposes of evaluation under the RFP and will be treated as confidential to the extent allowed by law. This one original will be returned at the conclusion of the selection process with no copies retained by the City. The Evidence of Financial Capacity shall include:

- a. Financial Statements for the previous fiscal year for the lead financing entity.
- b. Past history of raising capital and working with complex financing instruments with specific emphasis on public entities and parking systems or facilities;
- c. Any available evidence that demonstrates that the finance group has the financial capacity to meet the city's needs,
- d. Financial capability of the Respondent, including demonstrated ability to raise debt and equity for a project of the magnitude that is being proposed;
- e. Strength of relationships with financial institutions;
- f. Overall financial track record and capacity

6. Proposed Scope of Work, Project Understanding and Approach

A Statement of Understanding must be included. Respondents should provide a narrative demonstrating the Respondent's understanding of the Scope, a proposed structure for the relationship between the Respondent, its team, and the City, and a vision for ultimate build-out. The Statement should identify key challenges and opportunities anticipated by the Respondent, and explain how these may impact the Scope.

The Statement should also identify innovative practices or actions the Respondent and its team would take and specific expertise it would deploy to successfully realize the Scope.

As an alternate, provide the City with an option to defease the Existing Parking Bonds (assume the total face value shown on Exhibit D) in addition to the project financing.

[As an alternate, the City may or may not elect to construct at least four additional garages on confidential sites located within its corporate limits. Provide an option to obtain future construction financing within 36 months at a known rate.]

Provide a detailed description of the proposed approach and methodology needed to accomplish the project. Include, at a minimum, those responsibilities listed in the Section IV above. The proposed approach shall include the following:

- a. Plan to address how the project will be staffed, anticipated level of effort and completion time.
- b. Availability of resources to properly conduct the work in an expeditious manner.
- c. Management of the services, including coordination of activities and communication with City staff.
- d. State any assumptions made in preparing the scope of work.

This section must present written and graphic information in sufficient detail so that the City can ascertain the Respondent understands the scope and nature of the work involved. The Respondent shall fully describe its approach, provide specific details regarding how the City's requirements will be met, and explicitly identify any deviations, exceptions, and/or alternatives.

7. Similar Transactions / Experience

a. Work Product

The Respondent shall submit a sample of work product for at least one (1) of the relevant projects of which has been completed.

b. References

Three (3) [existing or] prior [within the last 5 years] client references including current, verified telephone numbers.

Each reference is required to complete the Reference Questionnaire (Appendix VII) and the questionnaire shall be submitted with your response. Failure to return the Reference Questionnaire shall result in a lower evaluation. The list of references must include complete contact information (company name, contact person's name and signature, address, direct phone number and e-mail address) for individuals with knowledge of the Firm's completed work on projects that are substantially similar to the services as outlined in this RFP.

c. Litigation History

Submit a summary of the litigation history and bankruptcy proceedings for your firm and principals within the firm for the past five (5) years, including the following information each case:

1. Style of the case.
2. Parties to the litigation or bankruptcy proceedings.
3. Court in which litigation or bankruptcy proceedings was filed and civil action number.
4. Nature of claims.
5. Whether the case is pending or resolved, and if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict)

8. Risk Management (See Exhibit E)

Risks are anything that can cause deviation to the project plan. Risks typically impact budget, schedule, and customer satisfaction.

Risks should be specifically documented according to the following:

- a) Risk Description
- b) What is the potential impact of the risk?
- c) What will be done to minimize the risk from happening?
- d) What will be done to minimize the impact if the risk occurs?
- e) Who is responsible for resolving the risk?

9. Availability

Respondents shall outline their current and projected workload and state their commitment to provide the requested services as well as a schedule to begin this project.

10. Local Business Enterprise Designation.

The intent of the Local Business Enterprise program is to promote opportunities for businesses located within Calhoun, Fairfield, Kershaw, and Lexington, Newberry, Richland and Saluda counties to participate in the procurement process for professional services. See Appendix I for eligibility requirements. This designation must be obtained and approved by the Compliance Office prior to issuing your proposal. The primary firm submitting must have the designation in order to qualify.

11. Value Added Services

Respondents can submit value added services as part of Section V of the submittal. The submittal itself cannot be contingent on any of the value added services being accepted; as the Financing options must be independent of any other services being

accepted. The City will evaluate the Value Added section of the submittal and determine if there is any interest on behalf of the City in considering the value added components. Such services must pertain to the City's parking system and cannot be related to other City services. The value added submittals will not be included in the scoring component of the submittal phase of the process but may be reviewed and included in the presentation phase of the process, if applicable and if the City requests a particular service be included.

12. Appendices

The following forms shall be included in one's submittal unless specified otherwise below:

- a. **Local Business Enterprise Qualification Statement (Appendix I)**
The intent of the Local Business Enterprise program is to promote opportunities for businesses located within Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda counties to participate in the procurement process for professional services. See Appendix I for eligibility requirements. This designation must be obtained and approved by the Compliance Office prior to issuing your proposal. The prime firm submitting must have the designation in order to qualify. This form shall be submitted ONLY if the entity meets the qualification. Not meeting this qualification (having the LBE designation) does not disqualify a firm from responding to this RFP.
- b. **Non-Collusion Affidavit (Appendix II)**
This form shall be submitted with the response under "Cover Letter/Executive Summary."
- c. **Affirmative Action Procurement and Contracting Goals (see Appendix III).**
This form shall be submitted with the response under "Cover Letter."
- d. **Subconsultant/Subcontractor Business Information Form (Appendix IV)**
This form shall be submitted with the response under "Organization and Key Staffing Qualifications" even if subconsultants are not anticipated. Type "None" on this form if there are no subconsultants.
- e. **Business Information Statement (Appendix V)**
This form shall be completed by the prime and submitted with the response under "Organization and Key Staffing Qualifications."
- f. **Conflict of Interest Statement (Appendix VI)**
This form shall be submitted with the response under "Cover Letter/Executive Summary."
- g. **Reference Questionnaire (Appendix VII)**
This form shall be completed by previous clients and submitted with the response under "Experience/Past Performance."
- h. **City Holiday Schedule (Appendix XIII)**
This schedule is for informational purposes only. You do not need to submit this with your response.

All responses should be submitted to Bid Online, the City's e-Procurement System at <https://bidonline.columbiasc.gov/ifas7/bidonline/> no later than August 25, 2016 at 11:00 AM. Firms shall deliver one (1) original UNBOUND copy, five (5) hard copies and one (1) digital copy of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: "RFP001-16-17NMJ Financing for City of Columbia, S.C. Parking Facilities." All late proposals will be rejected. The City is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

VI. EVALUATION CRITERIA

The Response will be evaluated on the basis of the information presented in the response package, and on an analysis or other available information. The City may conduct investigations or interviews as it deems necessary to assist in the evaluation of any submittal and to establish to the City's satisfaction the qualifications of any Respondent and any team members proposed by Respondents. If deemed necessary for the purposes of making a selection, the City reserved the right to request additional information from any or all Respondents and any team members proposed by Respondents. The committee comprised of representatives with finance and parking background, will review each submittal and may select one or more Respondents based upon the evaluation criteria below. The criteria outlined below and described further hereinafter will be used to evaluate the Proposals. The proposal evaluation is based on a total maximum score of 100, with the following point breakdown per category.

The evaluation criteria are as follows:

RFP Evaluation Criteria	Rating Percentage
<p>1. Qualifications</p> <ul style="list-style-type: none"> a. General qualifications of the Respondent must include information outlining the capabilities of the firm as well as a list of personnel specifically assigned to the proposed project including their qualifications, overall experience, recent experience on projects of similar nature and complexity to the proposed project. b. Anticipated Sub consultant and disadvantaged business enterprise firm participation. 	Max. 15%
<p>2. Financial Capacity</p> <ul style="list-style-type: none"> a. Financial capability of the Respondent, including demonstrated ability to raise debt and equity for a project of the magnitude that is being proposed; b. Strength of relationships with financial institutions; c. Overall financial track record and capacity 	Max. 20%

3. Approach/Scope of Work <ol style="list-style-type: none"> a. Review of respondent's description of approach b. How the City's requirements will be met, and any deviations, exceptions, and /or alternatives. c. Recommendations of anything the City may be leaving out this contract that may help the City's needs 	Max. 20%
4. Similar Transactions/Experience <ol style="list-style-type: none"> a. Review of past performance on projects of similar nature and complexity as the proposed project; b. Relevant project experience and performance of the Respondent's development team; c. Experience with parking facility and public finance; d. Evaluation of client references whether included in the proposal response or not; e. Demonstrated history of success. f. Evaluation of litigation history for the past five years. 	Max. 25%
5. Risk <ol style="list-style-type: none"> a. Is a Risk Management Plan included? b. Evaluate the Risk Management Plan presented. 	Max. 10%
6. Availability <ol style="list-style-type: none"> a. Current and projected workload; b. Schedule to begin 	Max. 5%
7. Local Business Enterprise Qualification- <ol style="list-style-type: none"> a. LBE Certification (5 additional points will be given to a certified LBE approved through the City's Compliance Office prior to the submission deadline) 	Max. 5%

In addition to evaluating submittals, the City may elect to short-list and interview to determine the successful Respondent. Should an interview be used, a separate evaluation system will be utilized. The Committee will seek approval from Columbia City Council to begin negotiations with the highest ranking Respondent.

The RFP does not commit the City of Columbia to pay for direct or indirect costs. Any costs associated with RFP preparation, pre-bid conferences, selection interviews, and any other firm activity prior to award of a contract shall be at the Firm's expense. Rooms, meals, travel, telephone, data processing (including programming), and secretarial costs associated with the project shall be at the Firm's expense.

VII.AWARD

City staff will negotiate a contract and request approved from Columbia City Council. The City reserves the right to award 1 or more contract(s) as a result of this process.

VIII. TENTATIVE SCHEDULE OF EVENTS

Proposal Issue Date	Monday, August 1, 2016
Non-Mandatory Pre-Proposal Meeting	Monday, August 15, 2016 at 1:00 PM
Last Day for Questions	Tuesday, August 16, 2016 at 5:00 PM
Proposal Due Date	August 25, 2016 at 11:00 AM
Intent to Award (tentatively)	September 9, 2016
Council Approval (tentatively)	September 20, 2016

The Pre-Proposal meeting will be held August 15, 2016 at 1:00 P.M. (EST) at the City of Columbia, 7th Floor Conference Room, 1136 Washington Street, Columbia, SC 29201.

Submittals will be publically opened on August 25, 2016 at 11:00 AM (EST) in the 4th floor conference room of 1136 Washington Street, 4th floor conference room, Columbia, SC.

IX. GENERAL INFORMATION AND INSTRUCTIONS

A. Request for Proposal Process

The RFP is not a bid. In the event that the City elects to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms 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.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the firm and/or consulting firm from further consideration.

B. Questions

Requests for additional information and questions must be submitted to:
<https://bidonline.columbiasc.gov/ifas7/bidonline/>

Using Bid Online, the user must be logged in, and under the Bid tab, click "Bid Questions and Answers." The deadline for additional information and questions is August 16, 2016 by 5:00 P.M. (EST). The City will not accept telephone calls or visits regarding this RFP. No interpretation shall

be binding unless in writing from the City of Columbia.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the City by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "Confidential."

D. Respondent's Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the City's requirements and the scope of the services to be provided. Respondents have a duty to request any information from the City as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Paragraph B of this section. No change order will be granted or additional compensation permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent's duty to become acquainted with the City's circumstances and requirements.

E. Time for Receiving Proposals

Proposals submitted online prior to the time of opening will be encrypted and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered.

F. Submittal of Proposals

All responses to this RFP must be clearly marked **RFP001-16-17NMJ Financing for City of Columbia, S.C. Parking Facilities**. A minimum of one (1) original **UNBOUND** copy, five (5) hard copies and one (1) digital copy containing the proposal shall be submitted. All RFP's shall be submitted using Bid Online no later than August 25, 2016 at 11:00 A.M. and the CDs and hard copies shall be submitted to City of Columbia Procurement and Contracts Department, 1136 Washington Street, 4th Floor Columbia, SC 29201. All late proposals will be rejected. The City is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

G. Acceptance and Rejection

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this

RFP and to negotiate separately with competing respondents. The City is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City deems such information necessary to further evaluate the firm's qualifications.

H. Acceptance Period

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the RFP is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Proposals

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the bidder in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

J. Bidders Present

At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the proposals until award is made.

K. Alternate Proposals

Any proposal which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

L. Ambiguous Proposals

Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

M. Conflict of Interest; Contingency Fees; Non-Collusion Affidavit

The following terms and conditions regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors will be included in the Design Builder Agreement for this project.

1. **Conflict of Interest.** See Appendix VI. Respondents shall promptly notify the Contract Administrator or Procurement Manager, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake,

and request an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. The City will respond to such notification by certified mail within thirty (30) days.

By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict as may be set forth herein.

No direct or indirect contact with the mayor of the City of Columbia or City of Columbia Council members will be allowed. If such contact is made, the city reserves the right to reject the proposal.

2. **Prohibition against Contingent Fees.** The Respondent warrants that he and his Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the consultant or subcontractor(s) to solicit or secure this Agreement and that he and his Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or his Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract. For any breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

3. **Non-Collusion Affidavit.** See Appendix II. More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the City believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

O. Force Majeure

Neither the City nor the firm shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the firm, and

without the fault or negligence of either of them.

P. Sales Tax and/or Use Tax

Do not include any taxes that the City may be required to pay in the quote price. All prices and notations should be printed in ink or typewritten. Upon submission of a quote, the Purchasing Division will compute 8% sales and use tax when applicable (service and labor excluded), in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 117-174-95.

Q. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the City.

R. Manufacturers Brochures and Specifications Data

Bidders shall submit manufacturer's brochures and specifications data as part of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

S. Default

In case of default, the City reserves the right to purchase any or all items and/or services on the open market, charging firm with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting firm shall be considered until the assessed charges have been satisfied.

T. Non-Appropriations

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

U. Bid Opening Delay

If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.

V. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by

bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.

X. TERMS AND CONDITIONS

A. Commencement of Services

The successful respondent shall commence the project and prepare the recommendations as soon as practical after the award of the contract.

The RFP is not a bid. In the event the City elects to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The release of this solicitation is no guarantee of an award of a contract.

B. Non-Discrimination in Contracting Policy

In carrying out the program, the Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Firm shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action 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. The Firm shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Firm will incorporate these nondiscrimination requirements in all subcontracts for program work.

C. Indemnification

The Firm shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Firm, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Firm will also agree to promptly notify the City of any civil or criminal actions filed against the Firm or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

D. Bonding, Licenses, Permits and Taxes

It shall be the responsibility of the firm to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work. All costs for required bonding, permits, licenses and taxes shall be borne by respondent prior to executing a contract with the City.

Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

E. Ownership of Data

All data and other information generated by or used by the respondent, in any form whatsoever, is the property of the City and shall not be used by the respondent for any purpose whatsoever except to perform the requested service.

F. Termination

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Firm shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Firm prior to the date of termination of the agreement. The firm shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

G. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the

respondent.

H. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by nor will be paid to the respondent.

I. Breach/Waiver

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

J. Severability

In the event that any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

K. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

L. Protest Procedures

1. **Right to protest:** Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. **Authority to resolve protests:** The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.

3. **Decision:** If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. **Notice of decision:** A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
5. **Finality of decision:** A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. **Request for review.** The request for a review shall not stay the contract unless fraudulent.

M. Insurance

The firm shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Liability: The successful applicant shall provide to the City evidence of General Liability insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate.

N. Subcontractor

The use of subcontractors will not relieve prime firm of any obligations and the awarding firm remains liable for full and satisfactory performance per the contract term and conditions.

O. Term of Agreement

Term: The materials, goods, and services to be provided under this contract shall be for a period of five (5) years unless earlier terminated by either party as provided herein. The contract shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive

discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

P. Ethics

The Firm is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:

(1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;

(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or

(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

Revised February 19, 2016

XI. APPENDICES

Appendix I- Qualification Statement (LBE)

Appendix II- Non-collusion Affidavit

Appendix III- Small, Minority Women-Owned Business Objectives

Appendix IV- Subconsultant Form

Appendix V- Business Information Statement

Appendix VI- Conflict of Interest

Appendix VII- Reference Questionnaire

Appendix VIII- City of Columbia Holiday Schedule



APPENDIX I- QUALIFICATION STATEMENT (LBE)
City of Columbia
Qualification Statement
Local Business Enterprise (LBE)
(DEPARTMENT OF UTILITIES & ENGINEERING)
REVISED 10.15.14

By checking all boxes below, I certify that **My Company** meets all of the following qualifications below to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications to be eligible for the local vendor preference as the City deems necessary in the best interests of the City and at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

- Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company may be asked to provide additional documented verification including most current individual or corporate state and/or federal tax return, etc.).
- Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses).
- Has a business license in one of the 7 counties making up the CSA jurisdiction.
- Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
- 7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.

Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - *Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)*

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration LBE may submit documentation to re-qualify. The City reserves the right to audit and recertify once every four years.

Company Name: _____

Address: _____

Type of Products or Services: _____

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor#** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions by any of the 7 CSA jurisdictions.

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)

Please submit this document to:
Department of Utilities and Engineering
Attn: LBE Administrator / Team
1136 Washington Street, 5th Floor
Columbia, SC 29201

Tel: (803) 545 3369
Fax: (803) 545-4130
Email: agdriggers@columbiasc.net

Qualified / Not Qualified: _____ **Date:** _____
(Compliance Authorized Signature)

APPENDIX II- NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the 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 affidavit, 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 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, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. 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 affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

APPENDIX III - AFFIRMATIVE ACTION PROCUREMENT AND CONTRACTING GOALS

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City's affirmative action goals and objectives may be obtained by contacting the following office:

City of Columbia Office of Business Opportunities
1225 Lady Street, Suite 102
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

The City's success in tracking the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or subcontractor) is dependent upon the business community partnering with us in this important endeavor.

Each firm submitting a bid, offeror or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Small Business Form included in your bid packet and sign to certify if your business is a SMWBE and the anticipated percentage of work that you intend to subcontract to assist the City with its DBE goals.

SUBCONTRACTING GOALS

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals _____ %
MBE _____ %
WBE _____ %
LSA _____ %

The contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

AFFIRMATIVE ACTION UTILIZATION GOALS

INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE MBE WBE Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total SBE Participation Percentage to be subcontracted _____%

Total MBE Participation Percentage to be subcontracted _____%

Total WBE Participation Percentage to be subcontracted _____%

Total Other DBE Participation Percentage to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. If your business is located in a labor surplus area, please check here:

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Signature

Date

(Print Name)

Business Name

APPENDIX V - BUSINESS INFORMATION STATEMENT

Applicant Name: _____

Applicant Headquarters Address: _____

Applicant Local Office Address: _____

Applicant Phone No.: _____ Fax No.: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

Person who can respond authoritatively to any questions about this statement:

Name: _____

Title: _____

Phone: _____

Select One: ___ Corporation ___ Sole Proprietor ___ Partnership

___ Joint Venture ___ Other (Indicate)

1. Organization

A. How many years has your organization
Been in business under its present business name? _____

B. Under what other former names has your organization operated?

C. If your organization is a corporation, please indicate:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

Secretary's Name: _____
Treasurer's Name: _____

D. If your organization is a partnership, please indicate:

Type of partnership (if applicable): _____
Date of organization: _____
Name(s) of general partners: _____

E. If your organization is a sole proprietorship, please indicate:

Date of organization: _____
Name of owner: _____

F. If the form of your organization is other than those listed above, describe it and name the principals:

G. Submit a copy of the Applicant's current organization chart showing numbers of employees by discipline and the names and titles.

H. Is the Applicant related to another firm as a parent, subsidiary or affiliate?
 Yes No

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

I. Judgments:

Has the Applicant or any officer, director or owner thereof had any judgments entered against him within the past ten years for breach of contracts for governmental or non-governmental construction, including, but not limited to, design-build or construction management?

Yes No

If yes, provide details on any such judgment.

J. **Contract Compliance:**
Has your firm been found to be in substantial noncompliance with the terms and conditions of prior contracts with City of Columbia without good cause?

Yes No

If yes, provide details of such instance.

Has your firm been found to be in substantial noncompliance with the terms and conditions of prior contracts with any other public body without good cause?

Yes No

If yes, provide details of such instance.

K. **Convictions:**
Has the Applicant or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes No

If yes, provide details on any such conviction.

L. **Debarment:**
Is the Applicant or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency or another state or agency of the federal government?

Yes No

If yes, provide details.

2. **Confidential and Proprietary Information**

Information submitted is subject to review under the Freedom of Information Act (FOIA). Please clearly disclose at the top of each page if the information contained on such page is proprietary information

Submitted by:

Date:

APPENDIX VI - CONFLICT OF INTEREST STATEMENT

I, _____ (Design-Builder) certify, under penalty of perjury, that to the best of my knowledge and belief;

1. No circumstances exist which cause a Conflict of Interest in performing the services required by the Request for Proposal (RFP) or the contract to which this statement is attached, and
2. That no employee of the City, nor any member thereof, nor any public agency or official affected by the RFP or the contract to which this statement is attached, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to such contract.
3. The Design-Builder warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with the City of Columbia, as related to the RFP or the contract to which this statement is attached, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of such contract.

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX VII- REFERENCE QUESTIONNAIRE

RFP#001-16-17NMJ: Financing for City of Columbia, S.C. Parking Facilities

Firm Name: _____

Please answer the questions below in reference to the firm listed above. You are receiving this reference because the firm has furnished financing or similar services for you within the past five (5) years. Your response to the questions below will be most helpful in the selection process. **(Please print legibly)**

1. Did the firm furnish financing or development services for your entity?

2. Did the firm provide these services for you in the past 5 years?

3. Who was the point of contact for these services?

4. Please provide a general overview of the services the firm performed.

5. Did you experience any performance-related issues during the term of your engagement? If so, please explain in detail.

6. Now, after working the firm, are there any things that you wish you had known in advance, before contracting with them?

7. On a scale of 1 to 5, with 5 being the highest, how satisfied were you with the services provided by the firm? If rated less than 5, please state the reason.

1 2 3 4 5

To be completed by the person completing this Reference Questionnaire

Reference Entity Name: _____

Contact Name: _____

Contact Signature: _____

Address: _____

Email: _____

Phone Number: _____

APPENDIX VIII- CITY OF COLUMBIA HOLIDAY SCHEDULE



We Are Columbia

The following is the Holiday schedule for calendar year 2016

Holiday- 2016	*Official & Designed Day-Date- 2016
New Year's Day	Friday—January 1, 2016
Martin Luther King, Jr. Day	Monday—January 18, 2016
Friday before Easter	Friday—March 25, 2016
Memorial Day	Monday—May 30, 2016
Independence Day	Monday—July 4, 2016
Labor Day	Monday—September 5, 2016
Thanksgiving Day	Thursday—November 24, 2016
Day after Thanksgiving Day	Friday—November 25, 2016
Day in conjunction with Christmas	Friday—December 23, 2016
Christmas Day	Monday—December 26, 2016

XII. EXHIBITS

Exhibit A- Operating Cash Flow and Projected Performance Financial Projection

Exhibit B- Estimated Revenue of Bull Street Parking Garage

Exhibit C- The Commons at Bull Street Master Plan

Exhibit D- Parking Facilities Revenue Bonds – Debt Profile

Exhibit E- Index of Existing Contractual Obligations Concerning Parking Facilities –

Exhibit F- Index of Bond Documents and City Ordinances

Exhibit G- Risk Management Plan

**EXHIBIT A – Operating Cash Flow and Projected Performance Financial
Projection**

Exhibit A

Columbia Parking System

Operating Cash Flow and Projected Performance

	FORECAST															
	2011	2012	2013	2014	2015	Projected 2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Fines/Forfeitures	\$2,286,231	\$2,181,750	\$2,279,420	\$1,978,391	\$1,870,873	\$1,800,000	\$1,900,000	\$2,600,000	\$2,652,000	\$2,705,040	\$2,759,141	\$2,814,324	\$2,870,610	\$2,928,022	\$2,986,583	\$3,046,314
Meters/Pay by Cell	2,011,656	2,253,288	2,223,994	2,142,077	2,218,466	\$2,250,000	\$2,350,000	\$2,747,000	\$2,801,940	\$2,857,979	\$2,915,138	\$2,973,441	\$3,032,910	\$3,093,568	\$3,155,440	\$3,218,548
Taylor Street	92,565	85,175	97,473	103,985	110,255	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Washington Street	188,523	149,341	165,883	259,462	200,089	\$170,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Sumter Street	296,693	335,323	333,146	230,790	612,116	\$500,000	\$550,000	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000
Lady Street	778,362	716,295	813,024	802,427	830,415	\$947,588	\$950,000	\$950,000	\$1,155,000	\$1,155,000	\$1,155,000	\$1,155,000	\$1,155,000	\$1,155,000	\$1,155,000	\$1,155,000
Riverfront	3,600	12,009	3,600	3,600	3,600	\$990	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arsenal Hill	64,221	48,252	50,827	49,939	47,488	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Park Street Garage	367,549	388,235	446,582	459,095	490,444	\$410,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000
Lincoln Street Garage	69,723	66,357	61,506	75,990	178,053	\$217,334	\$225,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000
Devine Street	140	1,300	840	1,120	1,100	\$1,483	\$1,200	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
City Center Garage	0	0	36,711	82,839	180,996	\$185,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000
Bull Street Garage - NEW								\$44,148	\$258,713	\$413,127	\$574,712	\$744,700	\$802,300	\$802,300	\$802,300	\$906,700
Lots	59,918	44,490	34,208	28,335	29,550	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
In/Out Parking	47,902	37,630	34,778	38,488	48,834	\$61,445	\$60,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Validations	14,738	11,961	14,152	14,326	13,550	\$3,215	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meter Bag Fee	11,020	17,025	21,141	36,255	57,907	\$59,614	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Special Event Parking	40,541	52,093	58,487	61,692	132,880	\$155,000	\$175,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Leases and Rent	90,381	104,850	109,614	108,675	106,800	\$109,755	\$109,755	\$110,644	\$110,644	\$110,644	\$115,894	\$115,894	\$115,894	\$115,894	\$115,894	\$115,894
Other	17,377	15,492	20,079	17,578	13,549	\$7,068	\$8,500	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Total Operating Revenue	\$6,441,140	\$6,520,866	\$6,795,464	\$6,495,064	\$7,146,965	\$7,083,491	\$7,434,455	\$8,630,292	\$9,156,797	\$9,420,290	\$9,698,385	\$9,981,859	\$10,155,214	\$10,273,284	\$10,393,716	\$10,620,957
Total Operating Expense	(\$3,684,095)	(\$3,045,933)	(\$3,299,708)	(\$3,073,503)	(\$3,576,578)	(\$3,329,705)	(\$3,229,705)	(\$3,229,705)	(\$3,294,299)	(\$3,360,185)	(\$3,427,389)	(\$3,495,937)	(\$3,565,855)	(\$3,637,172)	(\$3,709,916)	(\$3,784,114)
projected Bull St Expense								(\$30,038)	(\$54,068)	(\$78,098)	(\$102,128)	(\$120,150)	(\$122,553)	(\$125,004)	(\$127,504)	(\$130,054)
Non-Capital Project Expenses																
Included in Total Operating	0	0	371,429	13,593	195,347	0										
Cash Available for Debt Service	\$2,757,045	\$3,474,933	\$3,867,185	\$3,435,154	\$3,765,734	\$3,753,786	\$4,204,750	\$5,370,550	\$5,808,430	\$5,982,007	\$6,168,869	\$6,365,772	\$6,466,806	\$6,511,108	\$6,556,296	\$6,836,843
Change over previous year		26.04%	11.29%	-11.17%	9.62%	-1.59%	12.01%	27.73%	8.15%	2.99%	3.12%	3.19%	1.59%	0.69%	0.69%	4.28%
Avg last five years	7.23%															

Notes and assumptions

2016 FY includes catastrophic flood in October 2015, revenues were significantly effected, expenses remained stable

Pay by Phone instituted in August 2015 (FY 2016) is growing geometrically, 3Q growth equaled first six months

Fines reduced in FY 2016 due to flood and due to higher compliance through pay by phone

Rate increase assumed in 2019 along with new garages coming on line

Add 205,000 for Lady Street for Tomlin Project

Assumes violations go from 8 dollars 12 dollars in 2018

Violation growth after 2018 2%

Meter fee growth annually 2%

Expense growth from 2018 2%

Meter rate changes to \$1.00 in 2018 adds \$350k to revenue

Washington Street adds \$25k by relocating police cars

Park St and Lincoln St growth from surrounding hotel openings in 2018

Event parking is increase by matching USC

EXHIBIT B – Estimated Revenue of Bull Street Parking Garage

Exhibit B

ESTIMATED REVENUE - BULL STREET - 750 CAR GARAGE

FISCAL YEAR	TOTAL REVENUE	BASEBALL REVENUE	CITY		HARDBALL ESTIMATED	
			EVENT REVENUE	TOTAL REVENUE	BASEBALL REVENUE	HARDBALL TOTAL
2018	41,148	0	3,000	44,148	136,500	136,500
2019	246,713	0	12,000	258,713	136,500	273,000
2020	395,127	0	18,000	413,127	136,500	409,500
2021	503,712	46,000	25,000	574,712	90,500	500,000
2022	583,200	136,500	25,000	744,700		
2023	640,800	136,500	25,000	802,300		
2024	640,800	136,500	25,000	802,300		
2025	640,800	136,500	25,000	802,300		
2026	745,200	136,500	25,000	906,700		

ASSUMPTIONS

1. Design begins in early FY2017
2. Garage opens in 3rd quarter FY2018
3. Monthly rates of \$90 and \$125 with 15% reserved. Average monthly per space of \$95.25
4. Cash rate of \$1 for 1st & 2nd 30 minutes; \$1 per hour after; \$15 maximum day rate
5. Baseball revenue calculated at \$31,500 plus 300 additional customers at \$5 each
6. Hotel revenue calculated at \$7.50 per night at 80 cars per night per month

ESTIMATED EXPENSES (Note: Year one will be less due to warranties; personnel will increase when City takes over or contracts for baseball event parking)

Electricity	35,000
Insurance	10,000
Personnel	60,000
Elevator	150
Control Equip	10,000
Misc	5,000
TOTAL	120,150

EXHIBIT C – The Commons at Bull Street Master Plan



CALHOUN STREET

WILSON AVENUE

GREENSBORO

THOMSON STREET

GREGG STREET

CORNALL DRIVE

HARDIN STREET

EXHIBIT D – Parking Facilities Revenue Bonds – Debt Profile

City of Columbia, SC

Parking Facilities Revenue Bonds - Debt Profile

Post 2014 Refunding (4dec2014 Closing)

Green shading denotes tax exempt maturities refunded from proceeds of 2014 tax exempt refunding bond.
 Peach shading denotes taxable maturities refunded with cash to be contributed by City.

Date	Tax-Exempt 2005A					Taxable 2005B					Tax-Exempt 2014 Refunding					TOTAL
	Principal	Coupon	Interest	Debt Service		Principal	Coupon	Interest	Debt Service		Principal	Coupon	Interest	Debt Service		
				Semiannual	Annual				Semiannual	Annual				Semiannual	Annual	
8/1/2014			964,128	964,128			86,253	86,253								
2/1/2015			685,791	685,791	1,649,919	690,000	5.100%	59,465	749,465	835,718	280,000	2.440%	47,171	327,171	327,171	2,812,808
8/1/2015			685,791	685,791				41,870	41,870				145,546	145,546		
2/1/2016			685,791	685,791	1,371,581	765,000	5.300%	41,870	806,870	848,740	300,000	2.440%	145,546	445,546	591,092	2,811,413
8/1/2016			685,791	685,791				21,598	21,598				141,886	141,886		
2/1/2017			685,791	685,791	1,371,581	815,000	5.300%	21,598	836,598	858,195	300,000	2.440%	141,886	441,886	583,772	2,813,548
8/1/2017			685,791	685,791									138,226	138,226		
2/1/2018			685,791	685,791	1,371,581						1,160,000	2.440%	138,226	1,298,226	1,436,452	2,808,033
8/1/2018			685,791	685,791									124,074	124,074		
2/1/2019			685,791	685,791	1,371,581						1,190,000	2.440%	124,074	1,314,074	1,438,148	2,809,729
8/1/2019			685,791	685,791									109,556	109,556		
2/1/2020			685,791	685,791	1,371,581						1,220,000	2.440%	109,556	1,329,556	1,439,112	2,810,693
8/1/2020			685,791	685,791									94,672	94,672		
2/1/2021			685,791	685,791	1,371,581						1,250,000	2.440%	94,672	1,344,672	1,439,344	2,810,925
8/1/2021			685,791	685,791									79,422	79,422		
2/1/2022			685,791	685,791	1,371,581						1,385,000	2.440%	79,422	1,464,422	1,543,844	2,915,425
8/1/2022			685,791	685,791									62,525	62,525		
2/1/2023			685,791	685,791	1,371,581						1,665,000	2.440%	62,525	1,727,525	1,790,050	3,161,631
8/1/2023			685,791	685,791									42,212	42,212		
2/1/2024			685,791	685,791	1,371,581						1,710,000	2.440%	42,212	1,752,212	1,794,424	3,166,005
8/1/2024			685,791	685,791									21,350	21,350		
2/1/2025			685,791	685,791	1,371,581						1,750,000	2.440%	21,350	1,771,350	1,792,700	3,164,281
8/1/2025			685,791	685,791									-	-		
2/1/2026	1,795,000	4.625%	685,791	2,480,791	3,166,581								-	-	-	3,166,581
8/1/2026			644,281	644,281									-	-	-	
2/1/2027	1,880,000	4.625%	644,281	2,524,281	3,168,563								-	-	-	3,168,563
8/1/2027			600,806	600,806									-	-	-	
2/1/2028	1,965,000	4.625%	600,806	2,565,806	3,166,613								-	-	-	3,166,613
8/1/2028			555,366	555,366									-	-	-	
2/1/2029	2,055,000	4.625%	555,366	2,610,366	3,165,731								-	-	-	3,165,731
8/1/2029			507,844	507,844									-	-	-	
2/1/2030	2,150,000	4.625%	507,844	2,657,844	3,165,688								-	-	-	3,165,688
8/1/2030			458,125	458,125									-	-	-	
2/1/2031	2,250,000	5.000%	458,125	2,708,125	3,166,250								-	-	-	3,166,250
8/1/2031			401,875	401,875									-	-	-	
2/1/2032	2,365,000	5.000%	401,875	2,766,875	3,168,750								-	-	-	3,168,750
8/1/2032			342,750	342,750									-	-	-	
2/1/2033	2,480,000	5.000%	342,750	2,822,750	3,165,500								-	-	-	3,165,500
8/1/2033			280,750	280,750									-	-	-	
2/1/2034	2,605,000	5.000%	280,750	2,885,750	3,166,500								-	-	-	3,166,500
8/1/2034			215,625	215,625									-	-	-	
2/1/2035	2,735,000	5.000%	215,625	2,950,625	3,166,250								-	-	-	3,166,250
8/1/2035			147,250	147,250									-	-	-	
2/1/2036	2,875,000	5.000%	147,250	3,022,250	3,169,500								-	-	-	3,169,500
8/1/2036			75,375	75,375									-	-	-	
2/1/2037	3,015,000	5.000%	75,375	3,090,375	3,165,750								-	-	-	3,165,750
	28,170,000		25,197,406	53,367,406	53,367,406	2,270,000		272,653	2,542,653	2,542,653	12,210,000		1,966,109	14,176,109	14,176,109	70,086,168

EXHIBIT E – Index of Existing Contractual Obligations Concerning Parking Facilities

2005 Parking Revenue Bond POS

Lease of 727 Harden Street for development of surface lot

Agreement for Columbia Police to lease Parking Fund owned office building on Devine Street

Air rights agreement for six parking garages with Hallmark International

Arsenal Hill Garage condominium agreement

Bull Street Development Agreement

Hyatt Hotel parking agreement - Lincoln Street Garage

Aloft Hotel parking agreement - Lincoln Street garage

Marriott Hotel parking agreement - Sumter Street garage

USC Alumni Association parking agreement - Park Street Garage

Core Campus parking agreement - Sumter Street Garage

Baseball venue agreement

Hallmark International Parking License Agreement - Lady Street Garage

EXHIBIT F – Index of Bond Documents and City Ordinances

2005 POS Bond Official Statement

Ordinance 2012-114 Core Campus Investment Partners

Ordinance 2014-049 Multi-Use Venue Development Agreement

Ordinance 2015-075 Hallmark Homes International

EXHIBIT G – Risk Management Plan

The City is requesting that Respondents submit a Risk Management Plan. This Plan will help the City plan for and minimize risks to the project. Respondents are asked to identify risks specific to the approach they are proposing and determine a solution plan in the event the risk occurs during the project. Risks outlined by the Respondent may provide insight into the Respondent's experience. All of the identified risks to the project are recorded, along with the agreed upon solution, in a document called the Risk Management Plan.

Risks are defined as anything that can cause deviation to the project plan. Risks typically impact budget, schedule, and customer satisfaction. Risks should be specifically documented according to the following format:

1. Risk Description
2. What is the potential impact of the risk? (represent by a number in terms of schedule, cost, satisfaction, etc.)
3. What will be done to minimize the risk from happening?
4. What will be done to minimize the impact if the risk occurs?
5. Who is responsible for resolving the risk?

General guidance:

1. Risks should be prioritized.
2. Risks and solutions should be tied to a date. If the specific resolution date is not known, identify when it will be (or needs to be) known.
3. Concise bullet points are recommended.
4. Nothing should be proposed or assumed.
5. Risks should be focused on the whole contract – what is their potential impact to overall cost, schedule, or satisfaction?

RISK MANAGEMENT PLAN

This template must be used. The Risk Plan should address the risks that the Respondent **does NOT control**. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the **2-page** limit. Do NOT include any identifying information in the Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

RISK 1

Description: _____
Solution: _____
Potential Impact: _____
How to minimize risk from happening: _____
How to minimize impact if occurs: _____
Who is responsible for resolving: _____
Documented Performance: _____

RISK 2

Description: _____
Solution: _____
Potential Impact: _____
How to minimize risk from happening: _____
How to minimize impact if occurs: _____
Who is responsible for resolving: _____
Documented Performance: _____

RISK 3

Description: _____
Solution: _____
Potential Impact: _____
How to minimize risk from happening: _____
How to minimize impact if occurs: _____
Who is responsible for resolving: _____
Documented Performance: _____

RISK 4

Description: _____
Solution: _____
Potential Impact: _____
How to minimize risk from happening: _____
How to minimize impact if occurs: _____
Who is responsible for resolving: _____
Documented Performance: _____

RISK 5

Description: _____
Solution: _____
Potential Impact: _____
How to minimize risk from happening: _____
How to minimize impact if occurs: _____
Who is responsible for resolving: _____
Documented Performance: _____