

CITY OF BEAUFORT  
STATE OF SOUTH CAROLINA  
REQUEST FOR QUALIFICATIONS

RFQ NO. 2013-105



CITY OF BEAUFORT  
DAY DOCK ARCHITECTURAL DESIGN AND  
ENGINEERING SERVICES  
DUE: MARCH 8, 2013      4:00 PM

**CITY OF BEAUFORT, SC**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ NO. 2013-105**

**SEALED SUBMISSIONS** will be received in the Finance Department, 2nd Floor, City Hall, and 1911 Boundary Street, Beaufort, South Carolina until **4:00 P.M. ET March 8, 2013**. All qualified firms are invited to submit statement of qualifications to the City of Beaufort for the following:

**City of Beaufort**  
**Day Dock Architectural Design & Engineering Services**

**SUBMIT:** One (1) unbound original and three (3) bound copies of all requested documentation must be received on or before **4:00 P.M. ET March 8, 2013**.

**ADDRESS TO:** City of Beaufort, City Hall, 2nd Floor Finance Department Attention: Thomas East

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

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

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

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

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

**MARK OUTSIDE ENVELOPE:** "RFQ NO. 2013-105– Day Dock Architectural Design & Engineering Services"

**A MANDATORY PRE-SUBMISSION MEETING WILL BE HELD AT 10:00 A.M. ET ON FEBRUARY 26, 2013, IN THE PLANNING CONFERENCE ROOM OF CITY HALL, LOCATED AT 1911 BOUNDARY STREET, BEAUFORT, SC 29902.**

**DEADLINE ENFORCED**

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

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

**Proprietary and/or Confidential Information**

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

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

This Request for Qualification is being issued by the City of Beaufort Purchasing Department. Direct all questions or requests for clarification of this RFQ by email, mail, or fax contact information listed above.

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

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

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

**THE DEADLINE FOR QUESTIONS IS: 4:00 P.M., FEBRUARY 22, 2013. ANSWERS TO SUBMITTED QUESTIONS WILL BE ADDRESSED AT THE MANDATORY PRE-SUBMISSION MEETING AT 10:00AM ON FEBRUARY 26, 2013**

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

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

**Current E-Mail Address Required**

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

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

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

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

**Intent**

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

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

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

**Goal for Participation**

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

**Preference in Scoring Submissions**

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or submissions shall receive five additional points in the evaluation.

**Required Forms**

Firm submissions are required to include completed forms that are found at the end of the General Conditions Section of this document.

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

The City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract

according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

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

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this RFQ, and are used in place of the person, firm, or corporation submitting a statement of qualifications.

REQUEST FOR QUALIFICATIONS  
CITY OF BEAUFORT  
DAY DOCK ARCHITECTURAL DESIGN & ENGINEERING SERVICES  
RFQ No. 2013-105

**I. INTRODUCTION**

**a. General**

The City is soliciting submissions for Day Dock Architectural Design & Engineering Services from licensed, insured, bonded, experienced, and reputable marine development firms. This project is associated with the Beaufort River's inter-coastal waterway, adjacent to the seawall in the Henry C. Chambers Waterfront Park.

Services required include participating in a South Carolina Department of Natural Resources (SCDNR) Water Access Grant application, conceptual and preliminary design, cost estimating, permitting, final design, bidding, construction, inspection, and acceptance of the facility (day dock) by the owner.

Firms interested in providing the aforementioned services must prepare and submit a statement of qualifications in accordance with the procedure and schedule in this Request For Qualifications. The City will review submissions only from those firms that include all of the information required to be included as described herein (in the sole judgment of the City). The City will consider submissions only from firms that have demonstrated the capability of such Day Dock Architectural Design and Engineering Services or similar projects using a Competitively Bid Stipulated Sum Fee Contract.

**II. SCOPE OF SERVICES**

- a) Awarded Firm shall have the ability to take a marine installation project (day dock) through all stages and facets of development. This will require coordinating all design, planning, and project development efforts with the City of Beaufort and its stakeholders (to include Historic Review Board (HRB)).
- b) Awarded Firm shall provide documents in the appropriate media for the following phases of design and in compliance with established industry standards outlined in the American Institute of Architects Manual of Standard Practice. The following is an abbreviated outline of the duties and responsibilities outlined in the AIA Document:
  - i) Schematic Design Phase
  - ii) Design Development Phase
  - iii) Construction Documents
  - iv) Bidding and Negotiations
  - v) Construction Administration

The goal is to enable the City to make a determination using factual data, along with projected costs and recommendations from this assessment, whether to proceed with building a new Day Dock.

III. **SUBMISSION REQUIREMENTS**

a) Submission Details:

i) **RESPONSE TO THIS REQUEST FOR QUALIFICATIONS MUST INCLUDE THE FOLLOWING:**

Those firms interested in providing professional services for this project must submit one (1) unbound Original and three (3) bound copies and the submission must include the items specifically enumerated in section 3(ii). In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its submission. This information may include documents such as a firm's profile or brochure.

ii) **Submission Development**

(1) **Required content of submission:** The detailed requirements set forth in the Submission Format are recommended. Failure by any firm to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all submissions. Firms are reminded that submissions will be considered exactly as submitted. Points of clarification will be solicited from firms at the discretion of the City. Those submissions determined not to be in compliance with provisions of this RFQ and the applicable law and/or regulations will not be processed.

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

(2) **Submission format:**

The submission format requirements were developed to aid Firms in their submission development. They also provide a structured format so reviewers can systematically evaluate several submissions. These directions apply to all firm submissions.

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

(a) **Transmittal Letter:** A transmittal letter must be submitted with a Firms' submission which shall include:

(i) The RFQ subject and RFQ number.

- (ii) Name of the firm responding, including mailing address, e-mail address, telephone number, and names of contact person.
- (iii) The name of the person or persons authorized to make representations on behalf of the Firm, binding the firm to a contract.
- (iv) Prepare an executive summary stating the respondent's understanding of the project, design approach and opinion why the respondent's firm should be chosen. Include any general information the firm wishes the City to consider about the submission.

**(b) Firm's Work History and References:**

- (i) Provide a brief description of any Day Dock(s) or similar marine projects of comparable size and complexity for which the Respondent provided Day Dock Architectural Design and Engineering Services within the past five years. Limit information to no more than five (5) projects. All such descriptions should include:
  - 1. Project location
  - 2. Renovation and/or Replacement
  - 3. Description of cost estimates including percentage of Design fees applied.
  - 4. Name and contact information for a reference with knowledge of the Respondent's work on the specified project.
- (ii) Provide client references (name, address, e-mail and phone number) for a minimum of five projects of a similar size and nature. References from South Carolina and the southeast United States are preferred.

**(c) Project Team:**

- (i) The submission should clearly outline the background and experience of the Project Team. If possible, include a one page summary CV of each member. Understand once the City issues a contract, no change in personnel assigned to the project will be permitted without prior written approval from the designated City representative.
- (ii) Provide the following information for each proposed team member where applicable:
  - 1. Name
  - 2. Job title for this project
  - 3. Professional Discipline
  - 4. South Carolina license number
  - 5. Specific duties assigned on this project
  - 6. Recent experience with Day Dock Developments

**(d) Sub-Consultants/Contractors:**

- (i) Provide the Vendor(s) and if possible the names and qualifications of all sub-consultants that will be part of the Respondent's Team and identify the specific work the sub-consultant will perform. Once the City issues a contract, no change in sub-consultants assigned to the project will be permitted without prior written approval from the City.

#### IV. **SUBMISSION EVALUATION CRITERIA**

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

Award of any submission may be made without discussion with Firms after responses are received. The City reserves the right to cease contract negotiations if it is determined that the firm cannot perform services specified in their response. Submission evaluation criteria will be grouped into percentage factors as follows:

1. Nature and quality of previously completed work as a design-build team. (20 points)
2. Understanding of the project requirements and approach to meeting the proposed schedule. (15 points)
3. Ability to customize the design to the needs of the City. (10 points)
4. Qualifications of personnel assigned to the project. (15 points)
5. Availability to deliver the services required with flexibility in scheduling. (10 points)
6. History of previous design-build projects final costs compared to original budget. (20 points)
7. Unique approach and intangible factors demonstrated by the Offeror. (10 points)

The firms submitting sealed qualifications responses will be evaluated based on the criteria and point scale above. The firms will be ranked by the selected evaluation committee. At that point, the top ranked firms will be asked to provide a short in-person presentation. After viewing these presentations, the selection committee will rank the presenting firms and begin negotiations with the top ranked firm. If negotiations should stall, then negotiations shall begin with the second highest firm and so on until an agreement can be made. Once terms are agreed upon, it shall be presented to City Council for approval.

#### **GENERAL TERMS AND CONDITIONS**

##### **PUBLIC RECORD**

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

#### PROPRIETARY INFORMATION

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

#### BACKGROUND CHECK

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

#### RECORDS

The successful firm shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

#### REQUIREMENTS

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

#### INDEPENDENT CONSULTANT

The successful firm shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the successful firm any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to consultant. Further, the City shall not provide to the successful firm any insurance coverage or other benefits, including Workers' Compensation.

#### JURISDICTION

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

#### ASSIGNMENT

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

#### ACCEPTANCE OF SUBMITTED CONTENT

Before submitting a statement of qualifications, each firm shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the proposer

receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the firm for additional compensation.

#### COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the firm ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that firm. Otherwise, negotiations with the firm ranked firsts shall be formally terminated and negotiations with the firm ranked second shall be conducted.

#### FORCE MAJEURE

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

#### FAILURE TO ENFORCE

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

#### FAILURE TO DELIVER

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

#### EMPLOYMENT DISCRIMINATION

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

#### DETERMINATION OF RESPONSIBILITY

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

INDEMNIFICATION

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

INSURANCE

The successful firm shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the successful firm's obligations, with a carrier authorized to do business in the State of South Carolina. All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

Certificates of insurance must be included in the submission.

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

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

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

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

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

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

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

\$500,000 - Disease Each Employee

\$500,000 - Disease Policy Limit

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

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

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

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

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

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

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

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

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

PROFESSIONAL LICENSING

Successful firm shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when submissions are received or negotiations concluded.

CITY BUSINESS LICENSE

The successful firm must obtain all business license(s) required by the Beaufort City Code and ordinances. A Business License is not required to submit a statement of qualifications. However, any firm that receives an award under this RFQ shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Beaufort City Business License Department at (843) 525-7025.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the successful firm of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

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

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

COMPLIANCE WITH LAWS

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

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all submissions; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the statements submitted; and to award the contract based on the established criteria and according to the submission which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

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

ETHICS IN PUBLIC CONTRACTING

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

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

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

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

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

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

<http://www.sctax.org/NR/rdonlyres/237372ED-DC22-4893-A75E-0CEDEBB8B9F6/0/1312.pdf>.

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

#### EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the successful firm hereby certifies to City that the successful firm will verify the employment status of any new employees, and require any sub-consultants or sub-consultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

#### NON-APPROPRIATION

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

#### ADDITIONAL DOCUMENTS

The following documents must be included with this Request for Qualifications:

1. Certificate of Insurance showing present coverage
2. Copy of the Firm's City Business License (A Business License is not required to submit a statement of qualifications, however, if an award is made, the successful firm will have ten (10) days to furnish a copy of the license to the Purchasing Division).
3. Ethics in Public Contracting Certification
4. Non-Collusion Affidavit
5. Small / Woman-Owned / Minority Business Enterprise Form
6. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
7. Certification of Compliance with the South Carolina Illegal Immigration Reform Act
8. RFQ Signature page (must be signed in ink)

CITY OF BEAUFORT  
SOUTH CAROLINA  
RFQ NO. 2013-105

FIRM'S NAME: \_\_\_\_\_

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

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

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

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

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

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

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

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

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

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

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

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

\_\_\_\_\_  
DATE

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

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

SIGNATURE

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

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

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

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

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

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

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

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

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

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

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

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

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

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

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

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

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





# City of Beaufort M/WBE Program

## List of Good Faiths Efforts Form

Affidavit of \_\_\_\_\_  
(Name of Bidder/Proposer)

**I have made a good faith effort to comply under the following areas checked:**

- Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- Made construction plans, specifications, and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- Worked with M/WBE trade, community, or contractor agencies and organizations who provide assistance in recruitment of M/WBEs.
- Attended pre-bid meetings scheduled by City, if any.
- Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of M/WBEs based on lack of qualification should have the reasons documented in writing.)
- Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- Negotiated join venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

**The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the Proposer to the commitment herein set forth.**

Date: \_\_\_\_\_

Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATION OF COMPLIANCE WITH THE  
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

I, \_\_\_\_\_ (name), hereby state and declare that I am the  
\_\_\_\_\_ (title) of \_\_\_\_\_, (name  
of entity) hereby certify to the City of Beaufort that, as to any service contract subsequently  
entered into with the City of Beaufort, that \_\_\_\_\_ (name of  
entity) intends to verify any new employees' status, and require any of my subcontractors or  
sub-subcontractors performing services under any contract with the City of Beaufort to verify  
any new employees' status, per the terms of the South Carolina illegal Immigration Reform Act,  
and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

