

CITY OF BEAUFORT  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSALS

RFP NO. 2013-107



CITY OF BEAUFORT  
MOORINGS, ELECTRICAL, AND  
DOCK ASSESSMENT SERVICES  
DOWNTOWN BEAUFORT MARINA

DUE: MAY 3, 2013      4:00 PM

**CITY OF BEAUFORT, SC  
REQUEST FOR PROPOSALS  
RFP NO. 2013-107**

**SEALED PROPOSALS** will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **4:00 P.M. ET May 3, 2013**. All qualified firms are invited to submit proposals to the City of Beaufort for the following:

**City of Beaufort  
Mooring, Electrical, and Dock Assessment Services –  
Downtown Beaufort Marina**

**SUBMIT:** One (1) unbound original, four (4) bound copies, and one (1) digital copy (on a cd or jump drive) of all requested documentation must be received on or before **4:00 P.M. ET May 3, 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:** "RFP NO. 2013-107– Scope of Work ‘\*’ Downtown Beaufort Marina”

Please place "A", "B", and/or "C" in place of the "\*" depending on which scope(s) of work you are submitting for.

**DEADLINE ENFORCED**

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

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

**Proprietary and/or Confidential Information**

Your proposal 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 proposal.

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 Proposals is being issued by the City of Beaufort Purchasing Department. Direct all questions or request for clarification of this RFP 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 RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposals 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: 2:00 P.M., April 19, 2013. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON OUR CITY WEBSITE UNDER QUICK LINKS – “BID OPPORTUNITIES” BY 2:00 P.M., April 24, 2013.**

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

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

**Current E-Mail Address Required**

All proposals submitted 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.

### **Required Forms**

Firms submitting proposals 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.

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

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

REQUEST FOR PROPOSALS  
CITY OF BEAUFORT  
ENGINEERING DESIGN SERVICES – DOWNTOWN BEAUFORT MARINA  
RFP NO. 2013-107

I. **INTRODUCTION**

- a) The City of Beaufort, hereinafter referred to as the “City” is soliciting submissions from interested firms experienced in moorings installation, electrical upgrade to transient dock, and dock assessment for the city’s marina facility, leased by Griffin Enterprises, Inc. and operating as Downtown Marina of Beaufort.
- b) Firms interested in providing the aforementioned services must prepare and submit a proposal in accordance with the procedure and schedule in this Request for Proposals. The City will review proposals only from those firms that include all of the information required to be included as described herein (in the sole judgment of the City). Firms should have experience in marina electrical upgrades, installation of mooring fields and/or dock assessment.

II. **BACKGROUND**

- a) The City has obtained a permit from the SCOCRM and the USACE for the installation of a mooring field in a designated anchorage directly west and adjacent to the existing marina facility on the Atlantic Intercoastal Waterway. The project is designed to provide additional options for transient vessels.
- b) The current 120/208V electrical system on the marina facility’s transient (outer) dock has become inadequate for today’s larger power vessels and is in need of an upgrade to 120/240V capacity.
- c) The transient (outer) dock, installed in 1995, is in need of an assessment of its condition and recommendations for any repairs or improvements

III. **SCOPES OF WORK**

- a) Firms shall submit a proposed project approach which clearly demonstrates their ability to provide quality services in a timely and cost effective manner. Under the direct supervision and control of the Beaufort City Manager and the Beaufort City Harbormaster, the firm(s) selected will be responsible for the one or more of the following scopes of work:
  - i. **Scope of Work “A”:** Installation of a mooring field in the aforementioned anchorage.
  - ii. **Scope of Work “B”:** Electrical upgrade of the transient (outer) dock from 120/208V 3 phase power to 120/240V 3 phase power.
  - iii. **Scope of Work “C”:** Assessment of the condition of the transient (outer) dock and to make recommendations as to needed repair/replacement of said dock.

IV. **SCOPE OF SERVICES**

- a) **Scope of Work “A”:**
  - i) **Mooring Installation:**

- a. Removal and disposal of prior depleted mooring buoys.
- b. All material and equipment shall be purchased by the awarded firm as approved by the City. *\*Minimum size of buoy: minimum 24" diameter buoy and minimum 240 lbs. buoyancy.*
- c. Installation of sixteen (16) new mooring buoys as approved by the City of Beaufort and abiding by obtained permits.
- d. Installation of sixteen (16) embedment anchors and any other equipment necessary to support successful operation of buoys.

ii) **Minimum Requirements:**

- a. Three or more mooring field projects of similar or greater size within the past five (5) years.
- b. Certified Helical Anchor Installer
- c. Certified Commercial Diving Contractor

b) **Scope of Work "B":**

i) **Electrical Upgrade:** Change the voltage on the end dock from 208 volt 3 phase to 240 volt 3 phase.

- a. Provide two (2) new 175 KVA Auto Transformer nema 4X Encapsulated. 120/208-120/240 3 Phase.
- b. Provide two (2) new 400 amp Fuse Disconnect nema 4X with new 400 amp fuses.
- c. Provide new type G Cable 250 MCM 5 wire from new disconnect to new transformer. Provide new weather proof connectors for Type G Cable.
- d. Mount 175 KVA transformer on floating dock. Floating dock provided by others.
- e. Change out 400 amp disconnects. Reuse existing incoming power.
- f. Install type G cable from disconnect load side to incoming side of transformer.
- g. Install type G cable from outgoing side of transformer to existing load removed from old disconnect.

\*All work is to be coordinated with marina personnel to minimize power interruption to the operation of the marina. A two day notice will be provided for any outages that will occur. Maximum outage time will be eight (8) hours.

b) **Scope of Work "C":**

i) **Dock Assessment:** Complete a Dock Assessment of the existing equipment, structure and conditions by a licensed vendor whom has appointments, affiliations and has received numerous awards for outstanding Dock engineering focused in preserving, repairing and improvements to existing Docks.

- a. On-site evaluation of dock structural conditions.
- b. Organized checklist of physical observations and testing, if required. Physical observations to include but not limited to:

1. Piles, decking, cleats

2. Water action and aquatic weed growth
  3. Fire Protection
  4. Other issues and areas identified by City of Beaufort and staff.
- c. Include a written recommendation report which would include but not be limited to:
1. Phase 1: High Priority
    - List of deficiencies found during the physical observation that would require “high priority” attention i.e. emergency repairs and maintenance, immediate environmental concerns, risk management and/or life safety concerns.
    - Recommendation to repairs and maintenance.
    - Recommended timing.
    - Estimated cost.
  2. Phase 2: Medium Priority
    - List of deficiencies found during the physical observation that would require “medium priority.” These items would not include any emergency and/or immediate needs but would require attention, adjustments, repairs and/or maintenance within the next five (5) years.
    - Recommendation to repairs and maintenance.
    - Recommended timing.
    - Estimated cost.
  3. Phase 3: Low Priority
    - List of deficiencies found during the physical observation that would require “low priority.” These items would not include any of the above two priority type items but would items would require attention, adjustments, repairs and/or maintenance within the next ten (10) years. This “low priority” category would also include any recommended capital improvements.
    - Recommendation to repairs and maintenance.
    - Recommended timing.
    - Estimated cost.
- d. Report Summary
1. Summarizing the evaluations of dock conditions.
  2. Recommendations for add-on improvements, repairs, replacement, or services.

V. **SUBMISSION REQUIREMENTS**

a) Submission Details:

- i) **RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:** Those firms interested in providing services for any of the three scopes of work must submit one (1) unbound Original and four (4) bound copies and the proposal must include the items specifically enumerated in section V, ii). In addition to the information required as

described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a firm profile or brochure.

ii) **Proposal Development**

- i) **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

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

ii) **Proposal format:**

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

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

Proposers can submit for one individual scope of work or a combination of any of the three scopes of work. For example, a Proposer may submit a proposal only for Scope of Work "A" or a Proposer may submit for Scope of Work "A" and Scope of Work "C". It is at the discretion of each Proposer which Scope(s) of Work they wish to submit a proposal for.

- a. **Transmittal Letter:** A transmittal letter must be submitted with a Proposer's proposal which shall include:
- (i) The RFP subject, RFP number, and Scope(s) of Work in which Proposer is submitting.
  - (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 Proposer, 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 proposer wishes the City to consider about the proposal.

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

- (i) Provide a brief description of any mooring buoy installation projects, marina electrical upgrades, marina dock assessments, or similar marina projects of comparable size and complexity for which the Respondent provided marina 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. Size of mooring field if submitting for Scope of Services “A”.
  4. Description of original project budget versus actual cost.
  5. Name and contact information for a reference with knowledge of the Respondent’s work on the specified project.

**c. Project Team:**

- (i) The proposal should clearly outline the background and experience of the Project Team. The Project Team will include any the proposer’s staff who will be assigned to the project. 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 related marine projects

**d. Sub-Consultants/Contractors:**

- (i) Provide the Firm(s) and if possible the names and proposals 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.

**e. Description of equipment:**

- (i) If submitting for Scope of Work “A”, provide the make/brand and model number of the buoys you plan to purchase and install. Explain why this is the best buoy for the City to choose for our mooring field. Please list references that have used these specific buoys and can attest to the quality and durability.
- (ii) If submitting for Scope of Work “B”, provide the make/brand and model number of the transformer you will purchase and install for the upgrade. Explain why this is the best transformer for the City to choose for our electrical

upgrade. Please list references that have used this specific make/brand of transformers and can attest to the quality and durability.

**f. Price Quote for Each Scope of Work:**

- (i) Provide an individual price quote for Scope(s) of Work you are proposing for. Price **must** include the cost to purchase materials and equipment for Scope of Work "A" or "B". Provide a breakdown of the total cost.

**g. Required Forms:**

- (i) Proposals must include the required forms found at the end of the General Terms and Conditions section:
  1. Certificate of Insurance showing present coverage.
  2. Copy of the Proposer's City Business License (A Business License is not required to submit a proposal, 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. RFP Signature page (must be signed in ink)

**VI. PROPOSAL EVALUATION CRITERIA**

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

Award of any proposal may be made without discussion with Proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

Firms submitting sealed proposals will be evaluated based on quality, experience, references, and price. After careful evaluation, the selection committee will rank the firms and make a recommendation to the City Manager. The City hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all bids that is in the best interest of the City.

## GENERAL TERMS AND CONDITIONS

### PUBLIC RECORD

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

### PROPRIETARY INFORMATION

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

### BACKGROUND CHECK

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

### 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 PROPOSAL CONTENT

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

#### COMPETITIVE NEGOTIATION SOLICITATION

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

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



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 proposals. 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 proposals 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 proposals. However, any firm that receives an award under this RFP 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 proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

#### NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the proposer shall include the attached Non-Collusion Affidavit duly signed by a principal of the 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 proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

## ETHICS IN PUBLIC CONTRACTING

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

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

## MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Beaufort to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the successful 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 proposer with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

## NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

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

<http://www.sctax.org/NR/ronlyres/237372ED-DC22-4893-A75E-0CEDEBB8B9F6/0/l312.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 RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

### ADDITIONAL DOCUMENTS

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

1. Certificate of Insurance showing present coverage
2. Copy of the Proposer's City Business License (A Business License is not required to submit a proposal, 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. RFP Signature page (must be signed in ink)

CITY OF BEAUFORT  
SOUTH CAROLINA  
RFP NO. 2013-107

PROPOSER'S NAME: \_\_\_\_\_

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

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

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

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

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

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

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

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

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

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

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

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

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

1. He/She is \_\_\_\_\_ (title) for/of \_\_\_\_\_ (firm/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or 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 Proposer, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM/BUSINESS

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

SIGNATURE

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

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

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

TITLE

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

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

By: \_\_\_\_\_

(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

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

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

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

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

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

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

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

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

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

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

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: \_\_\_\_\_

## SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

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