CITY OF BEAUFORT
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS

RFP NO. 2013-108

CITY OF BEAUFORT

PALM DRIVE DRAINAGE OUTFALL IMPROVEMENTS AND

PIGEON POINT ROAD DRAINAGE IMPROVEMENTS

DUE: May 22, 2013 2:00 PM

CITY OF BEAUFORT, SC
REQUEST FOR PROPOSALS
RFP NO. 2013-108

SEALED PROPOSALS will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET Wednesday May 22, 2013.** All qualified vendors are invited to submit proposals to the City of Beaufort for the following:

City of Beaufort
Palm Drive Drainage Outfall Improvements and

Pigeon Point Road Drainage Improvements

SUBMIT: One (1) unbound original and two (2) bound copies of all requested documentation must be received on or before **2:00 P.M. ET May 22, 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

PHONE NUMBER: 843-525-7071

FAX NUMBER: 843-986-5606

MARK OUTSIDE ENVELOPE: "RFP NO. 2013-108"

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 NEGLECT 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 Proposal 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.

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

THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., May 17, 2013. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON OUR CITY WEBSITE UNDER QUICK LINKS – "BID OPPORTUNITIES" BY 5:00 P.M., May 17, 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.

REQUEST FOR PROPOSALS
CITY OF BEAUFORT
PALM DRIVE DRAINAGE OUTFALL IMPROVEMENTS AND PIGEON POINT ROAD DRAINAGE IMPROVEMENTS RFP NO. 2013-108

I. GENERAL

The City of Beaufort, SC is requesting bids from qualified license contractors for construction of Palm Drive Drainage Outfall and Pigeon Point Road and Boundary Street Intersection Drainage Improvements.

II. SCOPE OF SERVICES

The work consist of removal of existing RCP, demolition of existing sidewalk and curb, installation of new RCP and HDPE pipe, installation of drainage structures, mill existing asphalt, install new asphalt, install new concrete handicap ramp & curbing, tie into existing catch basins, clean existing pipe, rip-rap outfall, seeding and mulching, and replace damaged landscaping, etc.

III. SUBMISSION REQUIREMENTS

a) **RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING**:

i) A transmittal letter stating the name(s) of the person or persons authorized to make representations on behalf of the Proposer, binding the vendor to a contract.

ii) Signed and completed copy of **BOTH** bid schedules: Palm Drive Drainage Improvements and Pigeon Point Road Drainage Improvements. The bid schedules can be printed online where the additional documents are listed.

iii) Required Forms:

(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 vendor 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), if applicable.
(7) RFP Signature page (must be signed in ink)

IV. ADDITIONAL DOCUMENTS

Additional Documents are available online under "Appendix A." These documents include Site Development Plans for the specific two projects, Bid Sheets for each project, and Construction Specifications. These additional documents may be accessed on the City of Beaufort website under Quick Links – "Bid Opportunities" at www.cityofbeaufort.org.

V. PROPOSAL EVALUATION

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 vendor. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

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.

The vendors submitting sealed proposals will be evaluated. After careful evaluation, the selection committee will rank the vendors 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.

TIME

Subject to any limitations stated in this proposal, the specified Land Survey shall be completed and the drawing(s) and report(s) delivered to the City within **thirty (30)** calendar days after written authorization to proceed is received; delays require surveyor to inform the City of the reason of delay.

BACKGROUND CHECK

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

REQUIREMENTS

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

JURISDICTION

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

ASSIGNMENT

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

ACCEPTANCE OF PROPOSAL CONTENT

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

COMPETITIVE NEGOTIATION SOLICITATION

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

FORCE MAJEURE

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

FAILURE TO ENFORCE

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

FAILURE TO DELIVER

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

EMPLOYMENT DISCRIMINATION

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

DETERMINATION OF RESPONSIBILITY

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

INDEMNIFICATION

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

INSURANCE

The successful vendor 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 vendor'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 vendor.

Certificates of insurance must be included in the proposal.

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

   Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the successful vendor's operation. The minimum shall be as follows:
   Bodily Injury (Injury or Accidental Death) and Property Damage..... $1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

<u>Sub-consultant's Insurance</u>: The successful vendor shall agree to cause each sub-consultant employed by the successful vendor to purchase and maintain insurance of the type specified herein, unless the successful vendor's insurance provides coverage on behalf of the sub-consultant. When

requested by the City, the successful vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

PROFESSIONAL LICENSING

Successful vendor 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. All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the state to practice land surveying, and the document(s) submitted shall bear the Surveyors seal and statement to that effect.

USE OF SURVEYOR'S DRAWINGS

It is understood that the City, or the Engineer on the City's behalf, may reproduce the Surveyors drawings, without modification and distribute the prints in connection with the use or disposition of the property without incurring obligation for additional compensation to the Surveyor. The original drawings shall remain the property of the Surveyor.

ACCURACY STANDARDS

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend in the proposal positional accuracy limits and error of closure limits for the property being surveyed.

CITY BUSINESS LICENSE

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

TERMINATION FOR CONVENIENCE OR FOR CAUSE

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

After receipt of a notice of termination, except as otherwise directed, the successful vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice;

place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The successful vendor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or 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 vendor certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

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

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

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

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

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

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

http://www.sctax.org/NR/rdonlyres/237372ED-DC22-4893-A75E-0CEDEBB8B9F6/0/I312.pdf.

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

NON-APPROPRIATION

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

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 vendor 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. RFP Signature page (must be signed in ink)

CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP NO. 2013-108

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, vendor, or corporation submitting a solicitation.

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

Addendum No.	Date
_____	_____
_____	_____
_____	_____

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

*Signature:_____ Title:_____

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

Printed Name:_____ Date:_____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

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

1. He/She is_____(title) for/of _____ (company/business), the Proposer that has submitted the attached Statement of Proposals;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Proposer;
3. He/She is fully informed regarding the preparation and contents of the attached Statement of Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is made without fraud;
5. Neither the said Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or 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

_____
COMPANY/BUSINESS

BY:_____
SIGNATURE

_____
PRINTED NAME

ITS:_____
TITLE

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

Notary Public for _____(state)
My commission expires: _____
By:_____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF _____)

COUNTY OF _____)

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

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

_____
(signed)

_____
(title)

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

Notary Public for _____(state)
My commission expires: _____
By:_____
(signature)

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM	
YOUR COMPANY'S CURRENT STATUS	**SUPPLIER BUSINESS CLASSIFICATIONS**
Is this a small business? Yes No	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)
Is this a woman-owned business? Yes No	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.
Is this a minority-owned business? Yes No If Yes, please indicate minority group: ___Asian American ____Black American ___Hispanic American ___Native American	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.
Is this a disabled-owned business? Yes No	A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.
Is this a veteran-owned business? Yes No	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.
Is this a disabled veteran-owned business? Yes No	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.
Are the individuals who own, control and operate this business U.S. citizens? Yes No	
Is this business a non-profit organization? Yes No	
Is this business incorporated? Yes No	