

CITY OF BEAUFORT
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSAL

RFP NO. 2015-111



CITY OF BEAUFORT
LANDSCAPING AND MAINTENANCE SERVICES
FOR OTHER CITY AREA'S
DUE: JUNE 5, 2015 by 2:00 PM

CITY OF BEAUFORT, SC

REQUEST FOR PROPOSAL

RFP NO. 2015-111

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 Friday, June 5, 2015**. All qualified contractors are invited to submit proposals to the City of Beaufort for the following:

City of Beaufort

Landscaping and Maintenance Services for Other City Area's

SUBMIT: One (1) unbound original and four (4) bound copies of all requested documentation must be received on or before **2:00 P.M. ET June 5, 2015**.

ADDRESS TO: City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Michael Ahern

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

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

EMAIL ADDRESS: mahern@cityofbeaufort.org

PHONE NUMBER: 843-525-7071

FAX NUMBER: 843-986-5606

MARK OUTSIDE ENVELOPE: "RFP NO. 2015-111 (Landscaping and Maintenance Services for Other City Area's)"

A voluntary proposal meeting will be held at **10:00 A.M. ET May 22, 2015** in the planning conference room of City Hall located at 1911 Boundary Street, Beaufort, SC 29902 all potential offers' are encourage to attend.

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 Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email, mail, or fax to 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 Proposal 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: 4:00 P.M., MAY 27, 2015. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON MAY 29, 2015.

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.

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 sub-consultants 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

Businesses 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 and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

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 Vendor 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 RFP.

Required Forms

Contractors submitting proposals are required to include completed forms that are found at the end of the General Conditions Section of this document.

Contractors 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", "Operator", "Contractor", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

REQUEST FOR PROPOSAL
CITY OF BEAUFORT
LANDSCAPING AND MAINTENANCE SERVICES FOR OTHER CITY AREA'S
RFP NO. 2015-111

I. **Description of Work Required**

1. **Work Required**

- i) The contractor shall furnish all labor, tools, materials, equipment and supervision necessary for the performance of all operations incidental to mowing, hedging, edging, leaf collection, debris and trash removal, and sidewalk clearing to keep the improved areas of the City's property in a neat and orderly appearance. The frequency and performance of the work will be in accordance with the detailed specifications as set forth in this bid package. Trash and debris needs to be removed before mowing and any spraying needs to occur (48) hours before mowing.
- ii) Grass is to be maintained with a "cut and trimmed" appearance during the entire growing season. "Cut and trimmed" is considered to be a maximum length of two (2) inches on Bermuda grass and three (3) inches on all other grasses.
- iii) Bunches and rows resulting from mowing will be removed or raked out. Discharge from mowers does not need to be collected. Discharge may be left on lawn, but it must be evenly distributed (i.e. no clumping or rows left by mowers).
- iv) After mowing and pruning, grass clippings and other litter or debris shall be swept off sidewalks and other paved areas; however, under no circumstances can the debris be swept or blown into any storm drain structure. Any safety hazards on sidewalk or areas should be reported to the City of Beaufort Public Works Department.
- v) Contractor will be responsible for any damage sustained by plantings or to irrigation as a result of mowing.
- vi) Contractor will be responsible for any damage sustained to private or public property (i.e. glass breaks, playground equipment damage, automobiles, etc.)
- vii) Loose debris will be removed from the path of mowers prior to cutting.
- viii) City will remove all trash in cans on a weekly basis. Mowers are not to mow through trash which may accumulate between litter servicing.
- ix) Contractor shall confer with the City of Beaufort Department of Public Works regarding the mowing schedule. Green areas should not be mowed more than the scheduled frequency without prior approval.
- x) Mowing in a park or area where pedestrians/patrons are using the area, will occur with caution. Contractor must assess the risk at which it is placing park patrons and make a decision whether to mow or not to mow. Contractor shall be liable for any injury to park patrons.
- xi) Contractor is responsible for growth in sidewalk expansion joints, Type 16 inlets, on concrete medians, growth hanging over curb or in gutter, pedestrian horizontal clearances, and vertical clearances 9' minimum.
- xii) In the fall leaves shall be mulched as in regular mowing schedule.

2. **Mowing Period**

- i) It is expected that mowing will take place between March 1st and December 31st. It is recognized that the exact start and end of the mowing season depends on weather.

3. **Mowing Frequency at each Site**

- i) The contract will be awarded on the basis of a minimum number of annual cuts for each site, as set out below. It is expected that this number of cuts will be sufficient to keep these properties maintained and neat.

4. Extra Cuts

- i) It is understood that, depending on weather, more cuts may be required. Extra cuts will be compensated at the Per Cut rates set out in the contract: (See Attachment A – Proposal Form)
- ii) Any additional cuts must be approved in writing by the City of Beaufort Department of Public Works before the work is done. The City of Beaufort is not obliged to pay for any extra work that has not been approved in advance.

5. Special Event Mowing

- i) Should the City of Beaufort hold a special event on a below listed property, the City of Beaufort may request facilities to be mowed in preparation for the special event.
- ii) The special mowing should be included in the total number of cuts per contract period.
- iii) If the special event cutting increases the total number of cuts per year for that property exceeding the “frequency per year” outlined in the chart below, then the City shall pay for the additional cuts when the established frequency per contract period is exceeded. This must have pre-approval before contractor proceeds with the work.

6. Shrub Pruning Requirements

- i) Pruning on all city shrubs in the listed below properties will be performed as needed to further enhance the appearance on the properties.
- ii) The City of Beaufort will prune all trees in the ROW, including ornamental trees.

7. Equipment Requirements

- i) Contractor shall provide all equipment necessary to meet the terms of the contract.
- ii) Contractor shall maintain all equipment required to fulfill contract in a safe and operable condition.
- iii) Attachment B shall be completed and submitted with proposal to indicate type, model, make and year of current inventory of equipment owned by contractor and the equipment the contractor intends to purchase to be used in the mowing of City facilities.
- iv) A supplementary sheet of current inventory may be submitted with proposal.

8. City of Beaufort Municipal Buildings (City Hall and Legal)

- i) Ornamental and Bed Maintenance
 - (1) This property will also require a 3 inch mulching of beds once a year.
 - (2) There will also be approximately 250 sq. foot of annuals planted in two beds summer and winter seasons.
 - (3) This property will require weed control on a continuous bases.
 - (4) The fertilization and insect/disease control of shrubs, ornamentals and flower beds will be the sole responsibility, along with the irrigation and control of the irrigation, of the Contractor. Shrubs and ornamentals that die will be replaced at the Contractor’s expense.
- ii) Turf Management:
 - (1) Soil samples shall be taken from turf areas once per year and sent to an authorized testing lab for analyzing. The result of the soil testing shall be used to adjust the fertilization applications as needed to promote optimal soil conditions for the turf.
 - (2) All turf areas will be aerated once a year and a top dressing applied.

9. **Additional Facilities**

- i) During the course of the contract it is likely that the City may request additional facilities be mowed under the terms of the mowing agreement. Should additional facilities need to be mowed the City shall negotiate the terms of the mowing with the contractor based upon the average cost per service for similar facilities.

II. **Description of Sites to be maintained:**

1. **Maintenance Levels are described as:**

i) **GROUP 1:**

- (1) Turf Care: Grass cut once every 7 days (During growing season). Weed control practiced when weeds present a visible problem or when weeds represent 5% of the turf surface. Some pre-emergent products may be used by a licensed applicator.
- (2) Irrigation: May be irrigated in some areas; Irrigation system maintenance and scheduling are the responsibility of the Contractor for all irrigation systems. Contractor will inspect each system once a month and make adjustments accordingly. Parts such as battery, sprinkler head and nozzle replacement shall be provided by the Contractor.
- (3) Litter Patrol: Minimum of once per week.
- (4) Shrub pruning usually done once per season unless species planted dictate more frequent attention. Sculpted hedges or high growth species may dictate a more frequent requirement than most trees and shrubs in natural growth plantings.

ii) **GROUP 2:**

- (1) Turf Care: Grass cut once every **14** days. No aeration performed. Weed control practiced when weeds present a visible problem or when weeds represent 5% of the turf surface. Some pre-emergent products may be used by a licensed applicator.
- (2) Litter Patrol: Minimum of once per week.

iii) **GROUP 3:**

- (1) Cemetery Maintenance/Parking/SMT Area: Mowing, weeding, edging, leaf and debris removal and general care and maintenance of the ground within the defined area will be completed **Twice a month** (During growing season) and **Once a month** November through February during the off season.
- (2) Litter Patrol will be done before mowing.

iv) **GROUP 4:**

- (1) Grass cut, sidewalk edged, gutter/stormwater appurtenances cleaned, vertical/horizontal pedestrian clearances, vegetative encroachments removed four (4) times annually (Every Quarter)
- (2) Litter Patrol will be done before mowing.

III. PROPERTIES:

GROUP 1	GROUP 2	GROUP 3	GROUP 4
City of Beaufort Municipal Complex/Lovejoy/Palmetto/and Sycamore streets	SC Highway 170	Evergreen Cemetery	Northwest Quadrant (Bladen To Ribaut Rd)
Barnwell Bluff/Bellamy's Curve	US Highway 21	Citizens Cemetery	Old Commons (Carteret to Bladen)
Bay Street/Ribaut Rd	Ribaut Rd	Mercy Cemetery	Pigeon Point (Boundary to Beaufort River)
North Street/Ribaut Rd		Morris Street/ Palmetto Street	Spanish Point (Ribaut Rd to Beaufort River)
Battery Creek @ First Blvd. (Duckpond)	Hermitage Road	Pigeon Point Road	Higginsville (Boundary to Beaufort River)
	North / South Hermitage Rd		Mossy Oaks (Allison Rd to Southside Blvd.)
Calhoun Park	North St	Spanish Moss Trail Depot to Westvine Dr.	Hundred Pines (North St to Allison Rd)
Arsenal/Carnegie Bldgs			Floyd Heights (Duke St to North St)
Charles Street Boundary to Bay			The Point (Carteret to Beaufort River)
			Southside (Southside Blvd to Riverside)

1) PROPERTY LOCATIONS AND SCOPE DESCRIPTION

a. **City of Beaufort Municipal Buildings Grounds:**

i. City property from Boundary St. (South) to Lovejoy St. (North) and Palmetto St. (East) to Sycamore (West).

b. **S.C. Highway 170:**

i. W.K. Alston to U.S. 21 Limits of mowing is from edge of road to back of ditch to include planted medians at S.C. 170 and 280.

c. **U.S. Highway 21:**

i. S.C. Highway 280 to Meridian Road to include the southern approach to the Woods Memorial Bridge from the edge of sidewalk to the critical line or high-water mark. Along U.S. 21 from back of curb to property line.

d. **Ribaut Road:**

i. U.S. 21 to Mossy Oaks Road to include areas from back of curb to property line, also growths on concrete medians.

e. **City Maintained Cemeteries:**

i. **Evergreen Cemetery:** (Boundary Street and Bladen Street) to include hedge-row.

ii. **Citizen's Cemetery:** (Boundary Street and Adventure Street).

iii. **Mercy Cemetery:** (Boundary Street and Lafayette Street).

f. **Barnwell Bluff/Bellamy Curve:**

i. Pigeon Point Road to U.S.C.-B. property line. To include city's property from Barnwell Bluff property line easterly to the critical line of the Beaufort River.

- g. **Bay Street/Ribaut Road:**
 - i. Small lot in the northeast and northwest quadrants of Bay Street at Ribaut Road, northerly to Simms Street.
- h. **North Street/Ribaut Road:**
 - i. Small lot in the northeast and northwest quadrants of North Street and Ribaut Road.
- i. **Calhoun Park:**
 - i. All trimming and mowing required to maintain this passive park in a condition suitable and conducive to public use. Located in the 1100 block of Ribaut Road near Ribaut Lane Bowling Alley. Limits are Ribaut Rd to the west, and the northern, eastern, and southern boundaries at property line.
- j. **Hermitage Road:**
 - i. This is the median and shoulders of Hermitage Road from Ribaut Road to South Hermitage Road.
- k. **North Hermitage:**
 - i. North Street to Hermitage Road
- l. **South Hermitage:**
 - i. Hermitage Road to Fripp Street
- m. **North Street:**
 - i. East Street to Litton Lane
- n. **Pigeon Point Rd:**
 - i. Boundary Street to the boat landing
- o. **Northwest Quadrant:**
 - i. All Streets located within its established boundaries Boundary Street (North) to King Street (South) and Charles Street (East) to Hamar Street (West)
- p. **Old Commons:**
 - i. All Streets located within its established boundaries Boundary Street (North) to Craven Street (South) and Carteret Street (East) to Charles Street (West)
- q. **Pigeon Point:**
 - i. All Streets located within its established boundaries Beaufort River (North) to Boundary Street (South) Beaufort River (East) to Rodgers Street (West)
- r. **Spanish Point:**
 - i. All Streets located within its established boundaries western boundary is Ribaut Road - to include; Stuart Town Road, Stuart Town Court, Fort Littleton Road, Fort Marion Road, Spanish Point Drive, and Todd Drive.
- s. **Higginsville:**
 - i. All Streets located within its established boundaries Beaufort River (North) to Boundary Street (South) Rodgers Street (East) to Sycamore Street (South)
- t. **Spanish Moss Trail:**
 - i. Trail from Depot trailhead to Westvine trail head parking area at Depot trailhead

In the contracted areas, contractor is responsible for growth in sidewalk expansion joints, Type 16 drainage inlets, on concrete medians, and growth hanging over curb into gutter and encroaching from back of sidewalk. Contractor also responsible for pedestrian horizontal clearances (1' minimum) and vertical clearances (9' minimum).

STORM CLEAN UP AND DEBRIS REMOVAL

In addition to the requirements of Section 10 P of the Request for Proposals, for the City of Beaufort, in the case of named storms the City has contracted for the placement of waste containers at strategic locations throughout the City. The contractor shall be responsible for removing debris from each property and transport such debris to the waste collection points or as close to the waste collection

points as safety and conditions permit. The contractor agrees to operate in “good faith” to facilitate the cleanup of affective properties.

The Contractor must provide rates for pre-staging equipment to the pre-staging areas. The Contractor must also provide a recurring monthly fee in consideration for the covenants and obligations of the Storm Debris Removal Plan.

As part of this bid package the City is requesting a per-hour charge for the cleanup and debris removal to the closest collection point cause severe weather event or named category hurricane.

I. **SUBMISSION REQUIREMENTS**

1. **RESPONSE TO THIS REQUEST FOR PROPOSAL MUST INCLUDE THE FOLLOWING:**

- i) Those contractors interested in providing landscaping and maintenance services must submit one (1) unbound Original and four (4) bound copies and the proposal must include the items specifically enumerated in section II and III. 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 Respondent’s profile or brochure.

2. **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 experiences, and knowledge within this industry. Proposer’s proposal must address all the points outlined herein as required, in the following order.

In order to be considered for selection, respondent proposers shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP.

a. **Transmittal Letter**

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- (i) Company name, address, telephone number(s), and website.
- (ii) Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the company and to whom correspondence should be directed.
- (iii) A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.
- (iv) Proposal summary, including why the contractor is pursuing the work and how it is uniquely qualified to perform the services.
- (v) The letter must be signed by a corporate officer or person authorized to bind the contractor to the proposal and proposed cost.
- (vi) A statement indicating that the proposal and proposed cost will be valid and binding for ninety (90) days following the proposal due date, and will become part of the contract negotiated with the City of Beaufort.

b. **Experience and Qualifications**

Provide a short profile of your company including at a minimum:

- (i) Length of time in business.
- (ii) Length of time in providing proposed services.
- (iii) Number of clients.
- (iv) Number of clients in the public sector.
- (v) Number of full-time employees available to provide.

c. **Proposer's Work History and References**

Names, contact persons, addresses, emails, and phone numbers of references for clients, whom similar services have been provided. Your proposal must specifically address the following:

- (i) Provide at least four letters of reference from current and/or prior public sector clients for which you provide or have provided similar services.
- (ii) Describe in detail your contracting experience in providing landscaping services including information referencing the actual services performed, number of users, and length of tenure.
- (iii) Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance or poor performance, and issue was either litigated or not litigated.

d. Landscaping Financial Proposal

The City is requesting that the contractor submit a FIXED FEE service contract for a thirty six (36) month period, with an option to renew for an additional two (2) twelve (12) month periods. Each twelve month period must be shown separately. Payment schedule should also be included (e.g. monthly, quarterly); Attachment A.

Contractor must list, specifically, any services which would not be covered in the proposal price. Identify the following for those services not under the fixed fee:

1. A fee schedule containing any hourly rates not included in Attachment A
2. A description of how services will be billed
3. A description of additional charges, as in out-of-pocket expenses for travel, subsistence, etc.

e. Work Schedule

Provide a work schedule on how, detailing required, services defined in this proposal will be performed.

f. Other Information to Provide

- (i) List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.
- (ii) Proposer shall be responsible for providing a Bid Bond in the amount of 5% of the total annual fix fee for Year 1. Failure to submit the necessary bond requirements with the proposal will cause rejection of the proposal. Bid Bonds of the unsuccessful contractors will be returned upon award of the bid. Fax copies are unacceptable.

g. Required Forms:

- (i) Proposals must include the required forms:
 1. Certificates of Insurance showing present coverage as described in the "Insurance" section of the General Terms and Conditions.
 2. Three most recent Workers Comp Modification Reports
 3. Proposed Work Schedule
 4. Ethics in Public Contracting Certification
 5. Non-Collusion Affidavit
 6. Small / Woman-Owned / Minority Business Enterprise Form
 7. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
 8. RFP Signature page (must be signed in ink)

IX. **EVALUATION PROCESS AND SELECTION 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 lowest responsible bidder. 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.

Lowest responsible bidder. Contracts shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the City shall consider:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract;
- (i) The number and scope of conditions attached to the bid.

It is the City’s intent to contract with one contractor to provide Landscaping and Maintenance Services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. The committee will evaluate each Component separately. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and all bids that is in the best interest of the City. The scoring of the proposals by the City’s RFP Evaluation Committee shall be based on the respondent’s qualifications including, but not limited to the following:

1. Approach and Methodology (maximum 25 points)

Proposal responses will be evaluated on the comprehensiveness and quality of the approach of the Contractor to undertake the services outlined herein, including the proposed work plan and strategies to improve the delivery of services. The project approach shall be sufficiently detailed to convey the Contractor understands the requirements, staffing levels and obligations for the successful implementation and operation of this project. Proposals will also be evaluated for clarity/accuracy of the information requested.

2. Experience of the Firm (maximum 25 points)

Consideration will be given to Contractors demonstrating strong capabilities, experience and reputation in providing services similar to those described in this RFP. Contractors should convey their experience in providing municipal / public landscaping and maintenance services similar to City of Beaufort. Similar experience will include providing similar services to major public sectors. This section should also include detailed information regarding similar contracts successfully managed by the Contractor including contract performance, the reliability of services, and technical expertise.

3. Project Staffing and Experience (maximum 20 points)

Proposal responses will include a cost of services proposal for all services outlined in the RFP. The cost of services proposal should also identify innovative and realistic strategies to reduce the City's landscaping and maintenance costs without affecting quality. Consideration will be given to proposals that present the optimum financial benefit to the City over the term of the contract.

4. Satisfaction of Clients/End Users (maximum 15 points)

Provided references will be contacted to provide feedback of their satisfaction of the Contractor. Contractors should be certain to provide references' contact information and make references aware that the City may contact them. Contractors are encouraged to request references return calls. Failure of City to reach references could adversely affect the score of this criterion.

5. Financial Capability (maximum 15 points)

Contractors will include authoritative documentation of their financial soundness and stability. Contractor should include the last two (2) annual audited financial statements, if available as annual financial reports.

The City may choose to interview one or more contractor(s) responding to this RFP. The City reserves the right to request and obtain, from one or more contractor(s), supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. After interview(s), the City reserves the right to give the top two ranked contractors the opportunity to make any adjustments to their proposals prior to the committee making a final decision. The City reserves the right to accept or reject any and all proposals 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.

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. The City reserves the right to cease contract negotiations if it is determined that the lowest responsible bidder cannot perform services specified in their response.

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

Awarded Company cannot enter into another landscaping and maintenance services contract within the City of Beaufort without the express written approval from City Council. The contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the Awarded Company has entered into another landscaping and maintenance services contract within the City of Beaufort without the express written approval from City Council.

CONFLICT OF INTEREST

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 vendor shall not commence any work in connection with the contract until the vendor has obtained all of the following types of insurance, nor shall the vendor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained.

Prior to the actual contract award vendor must supply certificates of insurance and certified copies of all policies and endorsements to the City Clerk. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor or subcontractor providing such insurance.

The vendor agrees to indemnify, defend and hold harmless the City and its authorized agents, officers, volunteers and employees against any and all claims whatsoever arising from this agreement and any cost or expenses incurred by the City or vendor on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting vendor's liability, the vendor shall secure and maintain throughout the term of the contact the following types of insurance with at least the limits shown.

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) Fidelity – Blanket Employee Dishonesty

The successful vendor shall maintain insurance for protection against all claims for the purpose of covering the Company, its agents or employees, in an amount not less than \$100,000 per employee.

- c) Theft, Disappearance, and Destruction Coverage

The successful vendor shall maintain insurance for protection against all claims for the purpose of protecting against loss of money and securities, inside the premises and outside the premises in the care of and custody of a messenger in an amount not less than..... \$500,000 per incident

- d) 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

- e) 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

- f) 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 proposal. 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.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: 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.

Sub-consultant's Insurance: 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.

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. All subcontractors that are involved in the project must obtain a City of Beaufort business license. Anyone who is not classified and paid as a W-2 employee for the successful bidder must obtain a City of Beaufort business license. 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 ninety (90) 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 City Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

This RFP is not a tender and does not commit the City in any way to select a Proposer, or to proceed to negotiations for a Contract, or to award any Contract. 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/forms/withholding/i-312-form>

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.

ATTACHMENT A
LANDSCAPING AND MAINTENANCE SERVICES FOR OTHER CITY AREA'S FINANCIAL PROPOSAL

COMPANY NAME: _____

The undersigned offers to supply all the equipment, material, labor and workmanship to fulfill the work of the City of Beaufort Landscaping and Maintenance for Other City Area's Proposal as specified at the prices set out below. The Contractor may propose individually from Group 1, 2, 3 and/or 4. However, no individual property with a group may be excluded. The undersigned confirms that the information on the Proposal form and the associated completed Attachments are complete and accurate.

1. Overall Proposal, from the period commencing July 1, 2015 and ending June 30, 2018.

Group 1	Total cost for the contract period,	\$ _____	- per year \$ _____
Group 2	Total cost for the contract period,	\$ _____	- per year \$ _____
Group 3	Total cost for the contract period,	\$ _____	- per year \$ _____
Group 4	Total cost for the contract period,	\$ _____	- per year \$ _____

2. Composite Bids.

For all Four Groups

Total cost for the contract period, \$ _____ - per year \$ _____

3. Extra Cuts.

For all Four Groups

Total cost per extra cut, \$ _____ - per cut

4. Hourly Rate for clean-up cause by a named storm of category 3 and above.

\$ _____ .00

5. Timing – Should this contract be accepted, I/we agree to begin the work on or before _____ (Month) _____ (Day), 2015.

6. Required Information

- Performance Bond of 5 percent of the Bid Price.
- Proof of \$1,000,000 liability insurance (Attach copy)
- Proof of current workman's compensation insurance (Attach copy)

7. Verification of Site Inspection

I certify that on _____ (date), I inspected all the work sites for which I have submitted this Proposal.

8. Plan for Performing Work in the Event of Equipment Failure, Unexpected Weather or Loss of Key Personnel:

inaccuracies subsequently discovered will be cause for termination of any contract awarded.

Acknowledgement of Addendum: _____

Submitted by:

Company Name: _____

By: _____

Title: _____

Signature of Authorized Company Official: _____ Date: _____

CERTIFICATION

The undersigned Bidder, having carefully examined the RFP and all subsequent Addenda, hereby agrees to furnish all labor and services, according to the requirements of the RFP and all subsequent Addenda for the amount(s) provided above. The undersigned Bidder agrees to execute a contract for this Work in the above amount(s) and to furnish a surety bond as specified within 10 days after a written Notice of Award. Each component will be evaluated separately and awarded in whole or in part.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP NO. 2015-111

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 Proposal 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 "Company" 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: _____

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 _____ (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 subCompany 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

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, 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
<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>