CITY OF BEAUFORT, SC

REQUEST FOR PROPOSAL

RFP NO. 2015-106

CITY OF BEAUFORT

BENEFITS BROKERAGE SERVICES

DUE: FEBRUARY 10, 2015 by 2:00 PM

Table of Contents **Page**

PART I. GENERAL INFORMATION	3-5
PART II. REQUIREMENTS AND TERMS	6
PART III. SCOPE OF SERVICES	7-8
PART IV. SUBMISSION REQUIREMENTS	9-12
PART V. AWARD CRITERIA	13-14
PART VI. GENERAL TERMS AND CONDITIONS	15-20
PART VII. ADDITIONAL DOCUMENTS	21-24

REQUEST FOR PROPOSAL
BENEFITS BROKERAGE SERVICES
RFP NO. 2015-106

Part I

GENERAL INFORMATION

The City of Beaufort is seeking insurance brokerage and related benefits services, including those outlined in this proposal, for a term of three years with the option to renew for two (2) additional one (1) year terms. Information should be presented in such a manner that the City could make a decision when comparisons are made to like organizations and coverage.

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 Tuesday, February 10, 2015.** All qualified vendors are invited to submit proposals to the City of Beaufort for the following:

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 Tuesday, February 10, 2015.**

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. 2015-106 – Benefits Brokerage Services"

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 **ONE HUNDRED FIFTY (150)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

Public Bid Opening

Bid Opening: A Public Bid Opening will be held at 2:01 P.M. ET on February 10, 2015 in the Planning Conference Room of City Hall.

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 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., JANUARY 30, 2014. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON FEBRUARY 3, 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.

The City reserves the right to seek proposal clarification from any proposer to assist in making decisions. The City reserves the right to amend the RFP at any time before the specified due date for proposals.

Compliance with the South Carolina Illegal Immigration Reform Act

Any Company entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Company 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

Business vendors 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 Company 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

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

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.

Proposals should be prepared in the format as discussed under "**Submission Requirements**." The Proposal should respond directly to each specific item at the level of detail in which each is presented. Please limit proposals to ten (10) pages in length.

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

Part II

INTRODUCTION AND BACKGROUND OF THE CITY

I. INTRODUCTION

The City of Beaufort, hereafter referred to as the "City," is seeking proposals from qualified, insurance brokerage firms to provide a variety of health and wellness benefits services and life & LTD insurances that the City funds in whole or in part commencing on or after July 1, 2015. The firm selected will serve as the City's Broker of Record to consult and negotiate group insurance benefits including, but not limited to health, dental, vision, life, disability, flexible spending account benefits, COBRA, and EAP services. The selected firm will also provide employee communication services.

The City employs approximately 130 full-time employees, including administrative, professional and field staff. The City provides health, dental, vision, life and disability insurance to employees and subsidizes a portion of the cost. The City also provides Health Savings and Flexible Spending Accounts, as well as various supplemental policies.

II. BACKGROUND

The City of Beaufort is a South Carolina coastal town located on the Intracoastal Waterway near Hilton Head Island, midway between Charleston, South Carolina and Savannah, Georgia. Beaufort is located on Port Royal Island, part of South Carolina's Lowcountry Sea Islands, along the Beaufort River. It also serves as a county seat of Beaufort County, one of the fastest growing areas in the state. The population of the City is approximately 12,788 people and the overall county population is about 168,049 (Source: 2010 Census). Chartered in 1711, Beaufort is the second-oldest city in South Carolina, and is renowned for its easy lifestyle, historic antebellum architecture, moss-draped live oaks, and scenic marshlands and waterways. The Beaufort area is home to The University of South Carolina Beaufort, the Technical College of the Lowcountry, Beaufort Memorial Hospital, and significant military installations - the Marine Corps Air Station Beaufort, the Naval Hospital and the Marine Corps Recruiting Depot/Parris Island.

PART III

Scope of Services

The successful respondent will represent the City and provide services to include, not limited to the following:

Consulting Services:

- Review the City's benefits (i.e. health, dental, vision, prescription drug and wellness programs including COBRA and EAP services, life and LTD insurance) and assess opportunities for improvements in cost savings and services provided.
- Provide the City with unbiased professional guidance regarding the most advantageous information concerning insurance markets from the standpoint of cost, service and coverage.
- Provide technical assistance to reduce the overall cost of providing these benefits through a variety of means including developing effective negotiations strategies to expeditiously reduce the absolute cost of insurance benefits.
- Provide assistance and make recommendations in the selection and implementation of new programs and/or changes to existing programs.
- Act as a resource to advise the City in the areas of COBRA, HIPPA, Cafeteria Plan Section 125, ERISA, FMLA, Health Care Reform laws and other areas in the insurance field where expertise and guidance may be requested.
- Provide e-seminars and/or e-mail notifications to keep City management and benefit coordinator apprised of upcoming compliance issues or other issues pertaining to health benefits.
- Provide preliminary renewal figures during the budget process.
- Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations.
- Conduct analysis of insurance programs within other local governments to compare best practices.
- Coordinate quarterly meetings with City management and benefits representatives to discuss claims, regulatory changes and general administrative matters.
- Provide access to senior level consulting services on a 24/7 basis.
- Provide access to internal attorney to attorney consulting support services.

Negotiating Services:

- Solicit and negotiate annual renewal of existing coverage including soliciting multiple or alternative proposal coverage.
- Provide comprehensive summary and analysis of responsive quotes from insurance carriers.

Employee Services:

- Provide full services regarding open enrollment, new employee orientation, and support services.
- Develop and print annual enrollment materials and guidelines.
- Respond to all employee issues and questions in a timely manner regarding their benefits.
- Provide a client call center/help desk to assist employees with resolving any plan participants' health insurance related issues.
- Provide an online website to assist employees with resolving any plan participant's insurance related issues.
- Provide assistance in creating and/or educating employees about available wellness programs.
- Provide communications such as brochures, posters and other communications regarding benefits and wellness programs.
- Attend City events to discuss insurance and employee benefits including any wellness or health fairs, meetings to discuss insurance and employee benefits, and employee open enrollment meetings.
- Assist the City in evaluating and negotiating employee grievances related to benefits issues.

Qualified firms wishing to respond to this RFP must provide all services described in this document, whether directly or through sub-consultants. The City reserves the right to approve or disapprove of any sub-consultants.

The successful firm will appoint one of their employees as the key contact for approval by City management.

The contract for brokerage services will be awarded for a term of three years with the option to renew for two (2) additional one (1) year terms.

PART IV

Submission Requirements

I. Proposal Development

a) **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 be considered non-responsive and disqualified.

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.

b) **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.

i) **Transmittal Letter**

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

(1) The RFP subject and RFP number in which Proposer is submitting.
(2) Name of the Proposer responding, including mailing address, e-mail address, telephone number, and names of contact person.
(3) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the vendor to a contract.
(4) Prepare an executive summary stating the Proposer's understanding of Benefit Brokerage Services including an affirmative statement that Proposer will provide the necessary resources to manage and provide the highest level of service to the City. Include any general information the proposer wishes the City to consider about the proposal.

ii) **Insurance Brokerage Institution Information**

(1) **Local Branch(es) (City, State)**

- **Resources** of the local office that would serve the City (i.e. number of professionals, etc.).
- **Identify the institution's principal contact** for the City to utilize pertaining to all communication on the proposal. Provide name, position, address, telephone number, fax number, and email address. All requests for additional information will be directed to this individual and will be expected that he or she will be the primary resource for proposal presentations, negotiations, and advisory services.
- **Identify specific individuals** who would serve the City for specific tasks throughout the year. Provide brief qualifications and contact information for each individual.
- **Discuss** the scope of services and how the institution will adhere to the needs of the City.
- **References** of the local officer from customers who receive similar services, particularly customers that represent government and/or municipal sector including names, titles, and contact information.

(2) **Description of Proposed Implementation Plan**

- List any anticipated subcontractors and/or third party administrator(s) as potential service providers. And provide a list of subcontractors and/or third party administrator(s) you have used for the services the City is requesting and state the years of experience your firm has with each subcontractor and/or third party administrator(s).

(3) **Basis for Cost of Services**

- Please provide a clear description of how you will charge for services and/or the commission arrangement that you will have with the insurance providers.
- Please answer the following questions:

  - Can broker provide automated billing?
  - Will employees have online access to details of medical and dental claims?
  - Who collects retiree premiums?
  - Who manages enrollments/terminations/changes?
  - Is any training provided to the employer and/or employees?
  - How often and when does open enrollment occur?
  - Who manages COBRA?
  - How are employees notified regarding ACA required summary benefits coverage?
  - How will health screenings be handled?
  - Does the City have the option of a Tobacco surcharge program?

- What are considered qualifying events to make changes to health plans?
- Are there health management programs?
- Clearly define any and all fees, commissions, or other related expenses that will be a cost to the City.

iii) **Proposer's Work History and References**

Your company must demonstrate a minimum of three (3) years' experience in providing Benefit Brokerage Services. Provide a brief description of three (3) similar places that your company is now providing and/or has provided within the last five (5) years. Information on this list shall include the following for each location:

(1) Location;
(2) Name and contact information for a reference with knowledge of the Respondent's work at the specified location;
(3) Dates services were provided;
(4) Summary of Scope of Services and type of services provided (e.g., health insurance, dental insurance, life insurance, FSA, long term insurance, etc.,);
(5) Explain the reasons, if any, that your company's agreements for providing Benefits Brokerage Services was cancelled or terminated early.

iv) **Operations, Transition and Implementation Plan**

Describe in detail your firm's plan for providing the Benefits Brokerage Services outlined in this RFP and your plan to transition from the existing services and implement said services in order to provide the highest level of service to the City. The operations, transition and implementation plan should include a detailed description of the following:

(1) A schedule outlining the number of days your staff will be on sight for open enrollment each year of the contract.
(2) How often will your firm provide training to the City employees to learn more about the benefits offered? (e.g. annually, semi-annually, quarterly)

iv) **Required Forms:**

(1) Proposals must include the required forms.

1. Ethics in Public Contracting Certification
2. Non-Collusion Affidavit
3. Small / Woman-Owned / Minority Business Enterprise Form
4. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
5. RFP Signature page (must be signed in ink)

PART V

Award Criteria

It is the City's intent to contract with one Firm to provide Benefits Brokerage Services for Life, LTD, Health & Wellness Benefits 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. 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. **Fee Structure/Cost of Services. (maximum 20 points)**
2. **Administrative Support and Services Provided. (maximum 20 points)**
3. **Resources & references of the local office. (maximum 10 points)**
4. **Prior experience of the principle(s) involved and offeror's ability to commit a capable staff. (maximum 10 points)**
5. **Degree to which the City's requirements will be met. (maximum 15 points)**

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.

The City may choose to interview one or more Firms responding to this RFP. The City reserves the right to request and obtain, from one or more Firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

PART VI

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 Finance Department 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.

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.

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) 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 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 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/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.

PART VII ADDITIONAL DOCUMENTS

CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP NO. 2015-106

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:_____

<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 company 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	