

**CITY OF CHESTER  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSAL**

**RFP NO. 2014-005**



**CITY OF CHESTER  
FARMERS MARKET INDUSTRIAL KITCHEN  
ELECTRICAL WIRING INSTALLATION**

**111 COLUMBIA STREET  
CHESTER, SC**

**DUE: October 8, 2014 1 PM**

**Mark the outside of your mailing envelope: RFP# 2014-005, Kitchen Electrical October 8, 2014**

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.



**Page 2**  
**(Return Pages 1 & 2 with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)								
	Area Code	Number	Extension	Facsimile					
	E-mail Address								
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)								
<input type="checkbox"/> <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> <input type="checkbox"/> Payment Address same as Notice Address (check only one)				<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)					
<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	
<b>DISCOUNT FOR PROMPT PAYMENT</b> See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)					

**REQUESTED DELIVERY DATE:** Offeror's Best Delivery: **90** days After Receipt of Contract (ARC)

**DELIVERY SCHEDULE CAN BE NEGOTIATED FOLLOWING AWARD DECISION.**

**Any amendments will be emailed to all vendors attending the Mandatory Pre-Bid Meeting. The awardee will be notified by a phone call from the Buyer, followed by written confirmation of award.**

**Please Submit:**

- \_\_\_\_\_ Bid Submission Form, pages 1 & 2
- \_\_\_\_\_ Statement of Qualifications (Section 2.6)
- \_\_\_\_\_ Required Documents (Section 2.7)
- \_\_\_\_\_ Schedule of Work & Pricing (Section 4)

**REQUEST FOR PROPOSALS  
CITY OF CHESTER  
RFP NO. 2014-005**

**1. GENERAL SCOPE OF SOLICITATION**

The City of Chester, South Carolina is soliciting proposals from interested electrical contractors to install electrical wiring, outlets and components in an existing building with unfinished walls for an industrial kitchen located at 111 Columbia Street, Chester, SC per our design documents. The site has an existing concrete slab floor.

**2. INSTRUCTIONS TO OFFEROR**

**2.1. SEALED PROPOSALS** will be received at City Hall, 100 West End Street Chester, SC until **1:00 PM, October 8, 2014**. All qualified vendors are invited to submit proposals to the City of Chester for the following:

**FARMERS MARKET INDUSTRIAL KITCHEN  
ELECTRICAL WIRING & COMPONENTS INSTALLATION**

**2.2. SUBMIT** an original, complete proposals by **1:00 PM, October 8, 2014**. A company representative authorized to commit the Offeror submitting the proposal shall sign the Coversheet and provide the information requested on Page Two of the Coversheet. **The proposal will be considered invalid if no signature is provided on the Bid Submission Form.**

All proposals must be in a sealed envelope marked:

**RFP No. 2014-005  
Kitchen Electrical  
October 8, 2014**

**2.3. MANDATORY PRE-PROPOSAL CONFERENCE** will be held at the **Farmers Market & Industrial Kitchen 111 Columbia Street, Chester, SC on 10:00 AM, September 25, 2014** so that prospective Offerors may view the site and develop any questions related to the project.

**2.4. DEADLINE** for written questions is **September 29, 2014**. Both the question and the written response will be provided to all known prospective Offerors attending the Pre-Proposal Meeting by **October 3, 2014**. The Offeror asking the question will not be identified. Written questions about the Request for Proposal shall be directed to:

City of Chester  
Attn. Sandi Worthy  
100 West End St. Ste. 203  
Chester, SC 29706-1819  
Email: sworthy@chester.sc.gov  
Fax Number: (803) 377-1116

**2.5. LATE**

**PROPOSALS** delivered after the time and date set **will not be accepted** and will be returned unopened to the Offeror. Offerors mailing a proposal should allow a sufficient mailing period to ensure timely receipt. The City of Chester is not responsible for proposals delayed by mail and/or delivery services for any reason. Emailed or facsimile transmissions of a proposal will not be accepted.

**2.6. STATEMENT OF QUALIFICATIONS** shall be provided by the Offeror to include the following information:

- a. Brief history of the firm including Key Personnel Qualifications and number of years of experience the firm has with projects similar to the one being proposed.
- b. Identification of any subcontractor that will perform over 10% of the project.
- c. Three references for which the Offeror has performed similar work in the last five (5) years.

To be eligible for award of a contract, an Offeror must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other

source may be considered. An Offeror must, upon request by the City, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

**2.7. REQUIRED DOCUMENTS** for the Successful Offerors submitting a proposal are found in the Required Forms section. The forms include:

- i. Bid Submission Form (pages 1 & 2)
- ii. IRS Form W-9
- iii. Certificate of Insurance showing present coverage (see General Terms and Conditions)\*
- iv. City of Chester Business License\*
- v. Non-Collusion Affidavit
- vi. Ethics in Public Contracting Affidavit
- vii. Non-Resident Taxpayer Affidavit (SC Department of Revenue I-312), if applicable
- viii. Certification Regarding Debarment and Other Responsibility Matters

\* The successful Offeror has ten (10) business days to furnish a copy to the City to continue as the successful Offeror.

**3. SCOPE OF WORK & SPECIFICATIONS**

The Contractor shall provide all the equipment, labor, material, and supervision in order to perform the installation of electrical wiring suitable for the operation of an industrial kitchen as indicated in the attached drawings in Attachment II or electronically: RFP Drawings 2014-005 Farmers Market Final.pdf

**3.1. Standards** – at a minimum, all wiring must adhere to the 2007 National Electric Code, latest revisions, and all applicable local codes.

**3.2. Specifications & Drawings:**

- (a) The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Drawings are in part diagrammatic and do not necessarily show complete details of construction, work or materials, performance or installation. They do not necessarily show how construction details, other items or work, fixtures, and equipment may affect any particular installation. Contractor shall ascertain and correlate the work to bring the parts together into a satisfactory and completed whole.
- (b) Drawings do not show exact characteristics of the Work, piping and air distribution configurations, wiring, or necessary number of fittings. The Drawings indicate only such details as are necessary to show intent of the work. In order to illustrate the Work, the Buyer may furnish additional Drawings, explanations and clarifications consistent with the original Drawings, purpose and intent of the Contract. Contractor shall conform Work to such Drawings and explanations. The furnishing of such additional Drawings, explanations or clarifications is for the convenience of the Contractor and shall not entitle the Contractor to an increase in the Contract time or Contract Sum.
- (c) Furnish and install work not covered under any heading, Section, branch, class or trade of the Project Manual, but shown on or reasonably inferable from the Drawings. This includes work necessary to produce the intended results.
- (d) Do not scale drawings. Dimensional accuracy is not guaranteed, and field verification of dimensions, locations, and levels to suit field conditions is required.

**4. PRICING** The Contractor shall provide a detailed price schedule for each of the activities identified below and a grand total. The prices identified shall be valid for up to 90 days from the date of the proposal opening.

<b>Construction Activity &amp; Material</b>	<b>Price</b>
Electrical Wiring & Components	
Electrical Labor	
<b>Grand Total</b>	

**5. INSPECTION AND ACCEPTANCE:**

**5.1.** All delivered materials shall be to the satisfaction of the City of Chester’s designated representative in accordance with the specifications.

**5.2.** Inspection of completed deliveries will be performed by the City of Chester’s designated representative.

**5.3.** Acceptance of completed work will be performed by the City of Chester Contracting Officer.

**6. DELIVERIES AND PERFORMANCE:**

a. The construction shall be completed within the time frame negotiated with the awarded Contractor.

b. The Contractor shall be excused from the performance time requirements if, during the progress of the work, delay is authorized in writing by the City of Chester, delay is caused by act or neglect of the City of Chester, or by authorized changes in the work, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties, or by causes completely beyond the Contractor’s control. The time of completion shall be extended for such reasonable time as the City of Chester may decide. The City of Chester shall make the final decisions on the justifiability of the cause offered as a basis for extension of time. If there is no justification, the Contractor may be charged One Hundred Dollars (\$100.00) by the City of Chester for each day, which elapses beyond the term of the contract.

**7. EVALUATION & AWARD CRITERIA**

**7.1.** An award will be made to a Responsive and Responsible Offeror with the lowest overall price, cost, and other factors considered, at the regularly scheduled City Council Meeting as stated on the Bid Submission Form. The City of Chester reserves the right to reject any and all proposals, or to choose a proposal for reasons other than low price, such as a local Offeror.

**7.2.** Upon receipt by the City of Chester, the proposals shall become the property of the City of Chester, without compensation to the Offeror, for disposition or usage by the City of Chester at its discretion. The City of Chester shall have the sole discretion in evaluating the proposals of the Offerors. The particulars of any qualification statements will remain confidential until a contract is signed with the successful Offeror.

**8. CONTRACT ADMINISTRATION DATA:**

**8.1.** The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the City of Chester or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

**8.2.** The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the City of Chester, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

**8.3.** On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification.

Contracting City of Chester  
Officer: Sandi F. Worthy  
City Administrator  
100 West End St.  
Chester, SC 29706-1819  
Telephone: 803-581-2123 Ext 241  
Fax: 803-377-1116

Contracting City of Chester  
Officer’s Technical Christopher McKeown  
Representative 100 West End Street  
(COTR): Chester, SC 29706-1819  
Telephone: 803-581-2123  
Cell Phone: 803-374-1125

## **9. 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 100 West End Street Chester, SC.

### **PROPRIETARY INFORMATION**

The constrictors 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 Chester 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 consultant 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 consultant 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.

### **TAXES**

The City of Chester pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates as are requested. All applicable taxes should be shown as separate line items on the bid form.

### **BASIS OF BID AWARD**

Award of bid shall be made to the responsive and responsible bidder meeting the scope of specifications and having the lowest possible cost consistent with the quality needed for effective use and service; the following criteria will be used in making this determination:

- Adherence to the specifications
- Past Experience
- References
- Cost

### **BID SUBMISSION FORM**

Each bidder must submit a Bid on the forms attached. The bidder shall sign his/her bid correctly. Bids not signed will be rejected. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of bid. Corrections shall be initialed in ink by the person signing the bid.

### **RECORDS**

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

### **REQUIREMENTS**

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

### **INDEPENDENT CONSULTANT**

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

### **JURISDICTION**

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

**ASSIGNMENT**

The consultant 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 an offer, each respondent 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 Offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the Offeror 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 consultant for additional compensation.

**COMPETITIVE NEGOTIATION SOLICITATION**

Negotiations shall be conducted, beginning with the Offeror 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 Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations with the Offeror ranked second shall be conducted.

**BID BOND**

The Offeror must supply a 10% Bid Bond with the Bid Package for Bids greater than \$25,000.00.

**FORCE MAJEURE**

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

**FAILURE TO ENFORCE**

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

**FAILURE TO DELIVER**

In the event of failure of the consultant 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 consultant 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 selected consultant 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 consultant. The consultant 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 consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant 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 consultant's own risk.

**INDEMNIFICATION**

The selected consultant 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 selected consultant's negligent performance or nonperformance of the terms of the contract.



**INSURANCE**

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant’s obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite 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 bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, 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 consultant’s operation. The minimum shall be as follows: Bodily Injury (Injury or Accidental Death) and Property Damage ..... \$3,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution 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 consultant 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 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.

Consultant 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.

Consultant 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 consultant 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 bids. It shall be an affirmative obligation upon the consultant to advise the City Administrator at fax number 803-377-1116 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 consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

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

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

### **SPECIFICATION DEVIATIONS BY THE BIDDER**

The specifications, as listed herein, represent our preference in equipment, however, the City is fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with those listed in our specifications; please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid.

Any deviation from the specifications MUST be noted in detail and submitted in writing with this Bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desired or necessary. The absence of the specifications deviation statement and accompanying specifications will hold the bidder strictly accountable to the specifications as written herein. If specifications or descriptive papers are submitted with a bid, the bidder's name should be clearly shown on each document.

### **SPECIFICATIONS CHANGES AFTER BID AWARD**

Any changes in specifications after the Purchase Order/Contract has been awarded must be with the written consent of the Purchasing Agent and given prior to any shipment.

### **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS**

All changes in specifications shall be in writing and furnished to ALL BIDDERS. Verbal information obtained otherwise will NOT be considered valid nor acceptable in awarding of bids.

### **PRICING**

Unit pricing will govern over extended prices unless otherwise stated. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as subcontractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices.

### **CASH DISCOUNTS**

Cash discounts, if allowed, should be so stated on the bid form. Prices must, however, be based upon payment in thirty (30) days. The cash discounts so stated will be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the time used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of origin. When final inspection and acceptance is at the point of destination, the date of delivery will be used.

### **PAYMENTS**

The City does not normally make early or partial payment. Any requests for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in the bid. Such request will be given due consideration in the awarding of the bid.

### **DETERMINATION OF RESPONSIBILITY**

The City may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any offer if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Bidders will fully inform themselves as to conditions, requirements, and scope of work before submitting their bid. Failure to do so will be at the bidder's own risk.

### **PROFESSIONAL LICENSING**

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

### **CITY BUSINESS LICENSE**

The Consultant must obtain all business license(s) required by the Chester City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Chester City Business Office at (803) 581-2123.

### **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 effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant 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 selected consultant 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 selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

### **RIGHTS RESERVED BY CITY**

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

### **NON-COLLUSION AFFIDAVIT**

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers.

The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

### **ETHICS IN PUBLIC CONTRACTING**

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant 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.

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

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

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

**NON-APPROPRIATION**

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

**ATTACHMENT I (forms):**

- 1. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS**
- 2. ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**
- 3. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**ATTACHMENT II (Drawings):**

1. Sheet E-1of RFP Drawings 2014-005 Farmers Market Final.pdf

**CERTIFICATION REGARDING DEBARMENT AND OTHER  
RESPONSIBILITY MATTERS**

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror not responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

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

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

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

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
\_\_\_\_\_

(title)  
My commission expires \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

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

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

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

- 1) He is \_\_\_\_\_(title) of \_\_\_\_\_ (company/business), the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding 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 bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Chester, SC or any person interested in the proposed contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
\_\_\_\_\_  
(title)  
My commission expires \_\_\_\_\_

