



REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Hardeeville, South Carolina (the City) is actively seeking qualified and experienced firms to perform Geographic Information System (GIS) Mapping Services on an indefinite deliverables contract (IDC) basis. The City intends to evaluate submitted proposals and award multiple firms exhibiting comprehensive GIS experience.

1.2 City Background Information

The City of Hardeeville was incorporated in 1911. Hardeeville is a fast growing city of over 55 square miles located in the heart of the Lowcountry featuring a diverse mix of residential, commercial, and industrial development. Currently, the population is approximately 7,500 and projections anticipate an increase in population to approximately 25,000 in the near future.

1.3 Point of Contact

All inquiries concerning of this RFQ, questions, and requests for additional information shall be sent in writing via mail, or e-mail to Brana Snowden, Director of Planning and Development, at (843)784-2231 or bsnowden@hardeevillesc.gov.

All responses to questions pertaining to the scope of services, specifications, or RFQ requirements shall be issued through an official addendum.

No questions other than those in writing shall be accepted.

1.4 Pre-Proposal Meeting

No pre-proposal meeting will be held.

1.5 Firm Qualifications

Firms shall be in the business of providing GIS services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the Statement of Work to at least one City similar in size and complexity to the City of Hardeeville or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below in addition to Section 3 of this RFQ. Failure to do so will result in the Proposal being deemed non-responsive.

1.5.1 Minimum Qualifications

Before awarding a Contract, the City reserves the right to require that a Proposer submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the GIS, financial, technical, and other qualifications and abilities of a Proposer, including previous experiences of same with the City and

performance evaluation for services, in making the award in the best interest of the City.

1.5.2 Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Council. Proposer agrees to notify City upon knowledge of anything that may apply under this section 1.5.2 and section 1.5.3 on an ongoing basis if selected. Failure to do so will result in immediate removal from the City's list and termination of any awarded contracts.

1.5.3 Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrear and s or in default of any debt or contract involving the City, s a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

1.6 Insurance Requirements

1.6.1 Coverages

Successful Proposer shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance.

1.6.1.1 Commercial Liability Insurance

A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$ 1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$ 2,000,000.00) per aggregate. Coverage must include:

- Premises and/or operations
- Independent Consultants
- Products and/or completed operations for contracts
- Broad form contractual coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract
- Personal injury coverage with employee and contractual exclusions removed, with minimum limits of coverage equal to those required for bodily Injury liability and property damage liability.

1.6.1.2 Business Automobile Liability

Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$ 500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

1.6.1.3 Workers Compensation Insurance

Workers' Compensation insurance to apply for all employees in compliance with South Carolina Statutes, as may be amended from time to time, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

1.6.1.4 Professional Liability Insurance

Professional Liability shall be provided with minimum limits of One Million Dollars (\$ 1,000,000) per occurrence and Two Million Dollars (\$ 2,000,000) per aggregate.

1.6.2 General

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 1.6.2.1** Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of South Carolina, and having agents upon whom service of process may be made in Jasper and Beaufort Counties. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Hardeeville City Council by naming City and the Hardeeville City Council as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 1.6.2.2** Consultant shall furnish to City's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Consultant's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.
- 1.6.2.3** Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 1.6.2.4** City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If Consultant uses a sub-consultant, Consultant shall ensure that sub-consultant names City as an additional insured.

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 Independent Consultant/Independent Contractor

The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Hardeeville. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Hardeeville, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.2 Sub-Consultants/Sub-Contractors

If the Proposer proposes to use sub-consultants in the course of providing these services to the City, this information shall be a part of the Proposer's response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. The City reserves the right to approve or disapprove of any proposed sub-consultant in its best interest.

2.3 Addenda, Changes and Interpretations

2.3.1 Any inquiry or request for interpretation received seven (7) or more days prior to the due date from the opening of the Proposals will be given consideration. Changes or interpretations may

only be made by a written document in the form of an addendum. Addenda will be posted to the City of Hardeeville website no later than five (5) days prior to the proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided on the proposal form. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by them. It is the responsibility of each prospective Proposer to verify that they have received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

2.3.2 Failure to acknowledge receipt of addenda may constitute grounds for deeming the proposal non-responsive.

2.4 Multiple Proposals

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the proposer is involved except for sub-proposers. If there is reason to believe that collusion exists between proposers, those parties' proposals will be rejected and deemed for City purposes to be a conviction of a public entity crime.

2.5 Variances

2.5.1 For purposes of proposal evaluation, Proposers must indicate any variances, no matter how slight, from the RFQ General Conditions, Special Conditions, Specifications or Addenda. No variations or exceptions by a Proposer will be considered or deemed a part of the Proposal submitted unless such variances or exceptions are listed in the RFQ and referenced in the space provided on the proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

2.5.2 By receiving a proposal, the City does not necessarily accept any variances contained in the RFQ. All variances submitted are subject to review and approval by the City. If any Proposal contains material variances that in the City's sole opinion, makes that Proposal conditional in nature, the City reserves the right to reject the Proposal or part of the Proposal that is declared, by the City, as conditional.

2.6 Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any services or material requested, shall be regarded as unintentional and should not serve to alleviate the Consultant of their performance responsibilities.

2.7 Mistakes

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFQ. Failure of the Proposer to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

2.8 Proposer's Cost

The City shall not be liable for any costs incurred by Proposers in responding to this RFQ.

2.9 Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

2.10 Proposer Qualifications

Proposer shall be in the business of providing mapping (GIS) services and must possess sufficient financial support, expertise, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers shall satisfy each of the following requirements cited below. Failure to do so will result in the Proposal being deemed non-responsive.

2.10.1 Before awarding the Contract, the City reserves the right to require that the Proposer submit such evidence of their qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of the Proposer, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.10.2 Proposer shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest.

2.10.3 Neither Proposer nor any principal, officer, or stockholder of Proposer(s) shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.11 Qualifications Statement

Each Proposer shall complete the Qualifications Statement and submit the same with the Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for deeming the proposal non-responsive.

2.12 Licenses and Certifications

The Proposer shall be appropriately licensed to perform the Work. Proposer shall possess at the time of proposal opening all required state licenses and national certifications. The Proposer shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits. Copies of all licenses and certifications shall be submitted with the response.

2.13 Insurance

2.13.1 The Proposer's response shall include a copy of any certificate of insurance which provides evidence of insurability meeting the minimum insurance requirements stated in the Special Terms and Conditions. The Proposer shall assume full responsibility and expense to obtain all necessary insurance.

2.13.2 The successful proposer shall not commence operations pursuant to the terms of this RFQ and the attached Contract, until certification or proof of the insurance requirements set forth within the attached Contract have been received and approved.

2.14 Indemnification

The Consultant shall at all times indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by City Attorney to defend the City of Hardeeville, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of the Consultant, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, the Consultant shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at City's option, pay for an attorney selected by the City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due

Consultant under this Contract may be retained by City until all of City's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City.

2.15 Legal Requirements

Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.16 Protest Procedures

Any protest shall be in accordance with the provisions of the City of Hardeeville Code of Ordinances.

2.17 Background Checks

2.17.1 The City of Hardeeville Code of Ordinances may require a Consultant or sub-consultant who performs work in or on city property to provide for a criminal background check for any employee of the company who will do the work in or on city property. The Consultant shall, at its expense, obtain a criminal background check for each of its employees having access to city property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Consultant must ensure a similar background check has been done of its sub-consultants' employees who will have access to city property.

2.17.2 If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the awarded Proposer shall not assign the individual to any City property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

2.17.3 The City reserves the right to approve or disapprove whether the Consultant's employees perform the services for the City. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

2.18 Anti-Collusion

The Proposer certifies that it has not divulged, discussed or compared its proposal with other proposers, except sub-consultants if they form part of the response and has not colluded with any other proposers or parties to a proposal whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of material or service. Any violation of this provision will result in the immediate cancellation of the contract and removal from the proposer's list.

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause for rejection of the Proposal.

2.19 Conflict of Interest

2.19.1 The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the

performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.19.2 No contract will be awarded to a Proposer who has City elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current South Carolina State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the City's Proposer's List and prohibition from engaging in any business with the City.

2.20 No Contingent Fee

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion.

2.21 Entire Agreement

This Request for Qualifications, all attachments and exhibits, addenda, and the resulting Contract states the entire contract between the parties hereto with respect to the subject matter hereof, an all prior and contemporaneous understandings, representations and agreements are merged herein or superseded hereby. No alterations, modifications, release or waiver of this contract or any provisions hereof shall be effective unless in writing executed by the parties.

2.22 Assignment

Consultant shall not transfer or assign or subcontract the performance required by this RFQ without the prior written consent of the City. Any award issued pursuant to this RFQ, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

2.23 Default and Termination

2.23.1 Termination for Cause

In the event the Consultant shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Consultant written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Consultant has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Consultant shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

2.23.2 Termination for Convenience

Upon thirty (30) calendar days written notice to the Consultant, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Consultant must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Consultant shall

2.23.3 Cancellation for Unappropriated Funds

The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.24 Advertising

In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising without the prior written consent of the City.

2.25 Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Jasper County, South Carolina and that all litigation between them in the federal courts shall take place in the United States District in and for the State of South Carolina.

2.26 Truth-in-Negotiation Certificate

2.26.1 Execution of any Agreement by the Proposer resultant from this solicitation shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Proposer's most favorable customer for the same or substantially similar service.

2.26.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

2.27 Standard of Care

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

SECTION 3 – STATEMENT OF WORK AND REQUIRED SUBMITTALS

3.1 Background

The City of Hardeeville, South Carolina (the City) is actively seeking qualified and experienced firms to perform Geographic Information System (GIS) Mapping Services on an open end (continuing service) basis commencing November 1, 2020. The City intends to evaluate submitted proposals and award multiple firms exhibiting comprehensive engineering experience.

The term of the contract(s) for specific projects (as currently budgeted or proposed) and miscellaneous projects (construction cost under \$ 1 million each or study activities under \$ 50,000) shall be for a five (5) year period, subject to vendor acceptance and satisfactory performance.

No guarantee is expressed or implied as to the amount of work or total number of project task authorizations provided to any one firm for the life of this contract. Although it is the City's intent to ~~evaluate to the extent practical the individual GIS services projects among the awarded firms, a firm that is well-suited within the required discipline, as determined by the City for particular task or project, shall be selected.~~

The City intends to award to multiple firms however, the City reserves the right to award to as many or as few as the City deems in its best interest. Firms will not be limited to one discipline. Each selected firm shall

enter into a multi-year contract with the City. As each project is identified, the selected firms will be requested to submit proposals, and shall be selected, to the extent practical, on a rotational basis to affect an equitable distribution of services.

3.2 Scope of Services

The City of Hardeeville currently has *Populations of 0 to 25,000 Small Government Term Enterprise License Agreement* through ESRI and a portal set up for access. The scope of services sought by the City shall include, but are not necessarily limited to the following:

- Easy to use GIS web application for city staff which will include city GIS layers and other base GIS layers such as parcel data, topography, wetlands, soils, fema, census, civic boundaries and transportation. GIS application will be designed to give users the ability to collaborate internally and make quick map-based, data-driven decisions. GIS application will also give staff the ability to quickly build and create maps for external use.

- Consultant shall be ESRI business partner Silver level or higher

3.3 Submittal Requirements

Date Due: All submittals must be:

Submitted to: *City of Hardeeville, SC*

ATTN: Lori Pomarico

Address: *PO Box 609 205 Main Street
Hardeeville, SC 29927*

By Noon, October 20, 2020

A. Letter of Interest:

1. Signed by a duly authorized officer of the applicant.
2. The proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their Letter of Interest.

B. Statement of Qualifications:

1. Proposer Profile

- a. **Proposer Identification:**(or firms, if a joint venture or association): Include address, telephone number and date firm(s) were established. Provide current copies of proposer's registration(s) and/or license(s), and registration and/or license(s) for all sub-consultants.
- b. **Areas of Specialization:** List proposer's specializations (such as but not limited to software, training, etc.).

- c. **Proposer's Personnel:** Provide total size and breakdown of proposer personnel by category
- d. **Joint Venture or Other Form of Association:** If proposed, provide explanation, including projects completed as a joint venture. Provide names and dates of work along with client's name, address, and phone number. **Include all subcontractors participating.**
- e. **Specialty Certifications.** Absence of such statements shall indicate the proposer holds no specialty certifications.
- f. **M/WBE:** Minority Business Enterprise Status.

2. Team Organization

- a. **Proposer's Team:** Identify clearly the joint venture member responsible for each referenced Service Category. If proposer served as a sub-consultant under a referenced project, the proposer shall clearly identify its role. If the proposer is representing an individual's experience while employed at another firm, the firm of record for the project and the individual's role shall be clearly identified. Explain your proposed team organization (include sub-consultant(s) when appropriate), roles and responsibilities, abilities of professional personnel, and personnel qualifications.
- b. **Narrative:** In narrative form, briefly discuss each of the individual key team members (include sub-consultant(s) when applicable) relevant professional experience, registration, and education. Identify projects, date, position and firm that individual was employed at the time services were performed.

3. Availability, Capacity, and Location

- a. **Availability and Capacity:** Briefly discuss the availability of all key personnel for the scheduled time frame of a Service Category and identify their proposed location during provision of the requested services.
- b. **Location:** Provide proposer's address, location map, and relative distance and travel time from proposer's home office and office serving this project(s) (if different). All things being equal, preference will be given to proposers located in the Jasper and Beaufort County area.

4. County/Municipal Experience: Detail experience working for cities or counties.

5. **References:** Provide the client name, address, and client's project representative and telephone number for three (3) governmental clients served within the past two (2) years.

6. **Litigation:** Provide explanation of all litigation, claims, contract defaults, and liens in the last five (5) years from due date for this RFQ.

C. Federal Standard Form 254

- 1. **Federal Standard Form 254:** Shall be submitted.

D. Format: The proposer, joint venture or other form of association, ("proposer") shall submit seven (7) hardcopies, with one (1) marked "Original" containing all original documents of the required response to the Request for Qualifications (RFQ) and one (1) electronic copy (in PDF Format) on electronic

media (CD-R/flash drive).

3.4 Proposer must provide the following attached hereto:

- Qualification Statement
- Non-Collusive Affidavit
- Drug Free Workplace Form

SECTION 4 - EVALUATION AND SELECTION CRITERIA:

The following criteria shall be used to evaluate the responses:

1. The ability of the firm's professional personnel to perform the Services (35)
2. Participation of certified minority business enterprise (5)
3. The willingness to meet time and budget requirements (10)
4. The location of the firm (5)
5. Recent, current and projected workloads of the firm or firms (10)
6. The volume of work previously awarded to each firm by the city, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms (10)
7. Performance on similar projects (25)

NOTE TO PROPOSERS: Price will not be a factor at this stage of the process and no prices should be quoted.

SELECTION PROCESS

A. An evaluation committee comprised of staff as appointed by the City Manager shall be established.

B. The committee shall have a minimum of three members. The selection committee shall set forth the procedure for reviewing the applicants. The selection committee shall reduce the number of firms to a short list of a minimum of five (provided at least five firms applied). In short-listing firms, the committee shall use the criteria set forth in the RFQ and attempt to select the best qualified firms. The committee shall then hold discussions with all short-listed firms. This may be undertaken at the same meeting or a separate meeting scheduled by the committee. It is the City's intention to award to multiple firms.

C. After discussions are held with the short-listed firms, the voting members of the selection committee may discuss the presentations and the qualifications of each firm further and shall rank the firms based upon which firms at least will best serve the City based upon the factors set forth in the RFQ. The firms shall be ranked in order of preference. This ranking shall be reported to the City Manager and then to the City Council who shall make the final decision with regard to the firms that should be chosen.

D. Once the City Council approves the ranking, a draft contract will be provided to the pre-qualified firms. This contract will be used for future task orders between the City and Proposer.

Qualification Statement

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted to: City of Hardeeville, SC
Address: PO Box 609
205 Main Street
Hardeeville, SC 29927

Circle One:

Corporation
Partnership
Individual
Other

Submitted By: _____

Name: _____

Address: _____

City, St., Zip _____

Note: Additional sheets may be attached if necessary.

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:
 - a. Date of organization: _____
 - b. Name, address and ownership units of all partners: _____

 - c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. How many years has your organization been in business under its present business name? _____
 - a. Under what other former names has your organization operated?

 - b. How many years has your company been in business? _____
 - c. How many government agencies does your company currently provide these services for and which ones?

6. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

7. Have you ever failed to complete any work awarded to you? If so, state when, where, and why?

8. Will you be using any sub-consultants? yes or no _____
- a. If so, state the name, address, phone number, and tasks to be performed for each?
- _____
- _____
- b. Identify specific individuals who will perform the services and provide a description of the tasks they will perform.
- _____
- _____
9. For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Hardeeville employee is also an owner, or employee of their business. Indicate either "yes" or "no". If yes, give person(s) names(s) and position(s).
- Yes _____ No _____ Name (s) and Position (s) _____
10. List the pertinent experience of the key individuals of your organization (continue on additional sheets, if necessary).
- _____
- _____
11. State the name of the individual who will have personal supervision of the work:
- _____
12. Briefly describe your firm's financial status and provide proof of adequate lines of credit or other financial assets to access funds for construction of multiple projects during the same time.
- _____
- _____
13. Provide evidence of your company's financial stability and of its probability of remaining viable throughout the term of the contract.

14. Briefly explain how your company will communicate with the City of Hardeeville.

The Proposer acknowledges and understands that the information contained in response to this qualifications statement shall be relied upon by the City in awarding the Contract and such information is warranted by the Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the Contract shall cause the City to reject the Proposal, and if after the award to cancel and terminate the award and/or Contract.

Proposer's Signature _____

Date _____

Non-Collusive Affidavit

_____ (Proposer’s Name) being first duly sworn, deposes and says that:

1. He/she is the _____ (Owner, Partner, Officer, Representative or Agent) 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, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Proposer’s Name _____ **Signature** _____ **Date** _____

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____ who is personally known to me or who has produced _____ (type of identification), as identification.

NOTARY'S SEAL: _____

NOTARY PUBLIC, STATE OF SOUTH CAROLINA
 (Signature of Notary Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

My Commission Expires: _____

Drug-Free Workplace Form

The undersigned vendor hereby certifies that _____ does:
(Name of
Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection(1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *South Carolina Statutes*, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Name

Signature

Date