



**The City of Charleston**  
**Procurement Division**  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
[www.charleston-sc.gov](http://www.charleston-sc.gov)

<b>Proposal Number:</b> 16-P029R <b>Proposals will be received until:</b> January 12, 2017 @ 12:00pm	
<b>Proposal Title:</b> Cooper River Bridge Redevelopment Area	
<b>Non-Mandatory Pre-Proposal:</b> Nov. 14, 2016 @ 12:00pm, 75 Calhoun St., Ste. 3200 Conference Room	
<b>Mailing Date:</b> Oct. 14, 2016 <b>Direct Inquiries to:</b> Robin B. Robinson	
<b>Vendor Name:</b>	<b>FEIN/SS#:</b>
<b>Vendor Address:</b>	
<b>City – State – Zip:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
<b>Authorized Signature:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must be included with bid submission.</b>	

### **IMPORTANT**

1. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.
2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the proposal opening. [R.19-445.2070(H)]
4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in writing no later than **1:00 p.m. on November 21, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett-Robinson @ [robinsonr@charleston-sc.gov](mailto:robinsonr@charleston-sc.gov).

## INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

2. Offerors must clearly mark as "**Confidential**" each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.
3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.
4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.
6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.
8. All Proposals shall provide a straight forward, concise description of Offeror’s ability to satisfy the requirements of the Solicitation.
9. All Addendum and Award Notices will be posted on our website: [www.charleston-sc.gov](http://www.charleston-sc.gov), then click on the Bidline link.
10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.
11. No substitutions shall be considered after the contract award except by Amendment.
12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.
13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.
14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror’s ability to provide said services.
15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. **GRATUITIES AND KICKBACKS**
  - A) **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation,

preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

- B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

- A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.
- B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the scope of work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.
- C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.
- D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.
- E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the

City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, [www.charleston-sc.gov](http://www.charleston-sc.gov). All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

- A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.
- B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.
- C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.
- D) The City may choose to award to more than one vendor if it is in the best interest of the City.
- E) Final approval may rest with members of the City Council for the City of Charleston.
- F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION

The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR

Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS

Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability,

injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTRACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

- E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE

(Note: This clause applies to any resultant contract of \$50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

(August 2002): (An overview is available at [www.state.sc.us/mmo/legal/foia.htm](http://www.state.sc.us/mmo/legal/foia.htm)) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or

"CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST

Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS

Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES

Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:

By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT

In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE

The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS

Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION

The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION

Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES

The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES

Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS

All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS

Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION

The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER

The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD

All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM

The initial term of the Agreement shall be for eighteen (18) months. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension may be on an annual basis and shall not exceed four (4) additional one (1) year periods.

**NO PROPOSAL RESPONSE FORM**

<b>Proposal Number:</b> 16-P029R <b>Proposals will be received until:</b> January 12, 2017 @ 12:00pm	
<b>Proposal Title:</b> Cooper River Bridge Redevelopment Area	
<b>Non-Mandatory Pre-Proposal:</b> Nov. 14, 2016 @ 12:00pm, 75 Calhoun St., Ste. 3200 Conference Room	
<b>Mailing Date:</b> Oct. 14, 2016 <b>Direct Inquiries to:</b> Robin B. Robinson	
<b>Vendor Name:</b>	<b>FEIN/SS#:</b>
<b>Vendor Address:</b>	
<b>City – State – Zip:</b>	
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Minority or Women Owned Business:</b> Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please provide a copy of your certificate with your response.	
<b>Authorized Signature:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. <b>This signed page must be included with bid submission.</b>	

To submit a “**No Proposal**” response for this project, this form must be completed for your company to remain on our Offeror’s list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror’s list.

---

Please check statement(s) applicable to your “**No Proposal**” response

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Proposal Number:</b> 16-P029R	<b>Proposals will be received until:</b> January 12, 2017 @ 12:00pm
<b>Proposal Title:</b> Cooper River Bridge Redevelopment Area	
<b>Non-Mandatory Pre-Proposal:</b> Nov. 14, 2016 @ 12:00pm, 75 Calhoun St., Ste. 3200 Conference Room	
<b>Mailing Date:</b> Oct. 14, 2016	<b>Direct Inquiries to:</b> Robin B. Robinson

**CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

_____ Company Name As registered with the IRS	_____ Authorized Signature
_____ Correspondence Address	_____ Printed Name
_____ City, State, Zip	_____ Title
_____ Email	_____ Telephone Number/Toll Free Also (If Available)
_____ Remittance Address	_____ Fax Number
_____ City, State, Zip	_____ Date
_____ Federal Tax ID (FEIN)/SS Number	_____ SC Sales Tax Number

**Minority or Women-Owned Business:**

Are you a certified Minority or Women-Owned business in the State of SC?

Yes       No

If so, please provide a copy of your certificate with your response.

# MWBE Compliance Provisions and Instructions

## Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site [www.charleston-sc.gov](http://www.charleston-sc.gov) under “BIDLINE” link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, [snypet@charleston-sc.gov](mailto:snypet@charleston-sc.gov).

### COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.
  - Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND
  - Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR
  - Affidavit C – Intent to Perform Contract with Own Workforce**, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

**AFFIDAVIT A**  
**Page 1 of 2**

**City of Charleston, South Carolina Listing of the Good Faith Effort**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)*

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. **Complete Affidavit A, Page 2.**
- 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- 5. Attended any pre-solicitation meetings scheduled by the City.
- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## AFFIDAVIT A

Page 2 of 2

### City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, \_\_\_\_\_, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<b>1. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>2. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>3. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification
<b>4. Minority Firm Name and Contact</b>	<b>Minority Firm Address</b>
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American ) <input type="checkbox"/> (Women ) <input type="checkbox"/> (Asian American ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <hr style="width: 50%; margin-left: 0;"/> <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature: \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Title: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Notary Seal:**

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**AFFIDAVIT B**

**City of Charleston, South Carolina  
Work to be Performed by Minority/Women-Owned Businesses**

Affidavit of \_\_\_\_\_, I hereby certify that on the  
(Name of Bidder)

\_\_\_\_\_, Total Project Amount \$ \_\_\_\_\_  
(Project Name)

I will make a good faith effort to expend a minimum of \_\_\_\_\_% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total MBE Participation: \_\_\_\_\_ % \$ \_\_\_\_\_

\* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**);  
Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**Notary Seal:**

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**AFFIDAVIT C**

**City of Charleston, South Carolina  
Intent to Perform Contract with Own Workforce.**

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: \_\_\_\_\_ Name of Authorized Officer (Print/Type): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Notary Seal:**

## **GENERAL INFORMATION**

The City of Charleston is seeking a responsive, responsible, and creative development team for the redevelopment of certain parcels of land in the City of Charleston, off the Meeting Street corridor in the Eastside Community of Charleston, referred to as the “*Cooper River Bridge Redevelopment Area*” (See Exhibit A: Cooper River Bridge Area Plat). This area presents an ideal opportunity for acquisition, redevelopment and construction of affordable and market-rate housing that provides spacious, attractive residential units as well as business/commercial development that support residential living. The City of Charleston is famous for its tasteful architecture and aesthetically-pleasing communities that preserve the historic character of the City. The redevelopment of these parcels should maintain these characteristics while enhancing its beauty and livability. The process will be managed by the City of Charleston’s Department of Housing and Community Development.

**There will be a Non-Mandatory Pre-Proposal Meeting at 12:00pm on November 14, 2016. It will be held at 75 Calhoun Street, Ste. 3200 Conference Room, Charleston, SC 29401.**

### **PROCUREMENT PROCESS**

The RFP (*Request for Proposal*) is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

### **QUESTIONS**

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett-Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: [robinsonr@charleston-sc.gov](mailto:robinsonr@charleston-sc.gov). Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00 pm on November 21, 2016.** No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

### **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

### **NON-ENDORSEMENT**

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City’s endorsement of the successful Offeror’s product or services.

### **PROPRIETARY INFORMATION**

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that

by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

### **UNAUTHORIZED COMMUNICATIONS**

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

### **CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE**

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

### **DISQUALIFICATION OF OFFERORS**

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

### **CONTRACT NEGOTIATIONS**

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

### **VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS**

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

### **PROPOSAL PREPARATION**

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

### **RECEIPT OF PROPOSALS**

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (*January 12, 2017 @ 12:00pm*) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

## **BASIC SUBMITTAL**

The proposal package should include but not be limited to the following items:

- Detailed site plan, building elevations, building sections, and three-dimensional renderings
- Narrative describing the project including:
  - Offering price – payment to the City of Charleston for the value of the City-owned land, excluding the public park.
  - Proposed uses, their compatibility with the neighborhood and contribution to nearby streets.
  - Proposed use of MBE/WBE companies and individuals.
- Project Schedule – from predevelopment to construction and occupancy.
- Budget & Financing Strategy.
  - Audited financial statements or bank letter.
  - Proposed method of financing the development, including all sources and uses of funding, timetable, and proof of ability to obtain financing.
  - Estimated hard and soft construction costs.
  - Financial strategy showing sources and uses of funds.
  - Pro-forma income statement.
  - Bid Bond: a deposit in the form of certified funds representing 10% of the bid amount. The successful Proposer’s bid bond shall be applied to the purchase price.
  - Marketing strategy for homes, including anticipated sales and rental prices. Proposal should identify the proposed affordable rental structure to either manage as part of the plan, or turn over to CHA or a designated affordable housing developer/owner identifying the related cost.

All unsuccessful proposals will be returned within 7 days of the City’s acceptance of the successful proposal at the owner’s expense.

## **NUMBER OF PROPOSALS SUBMITTED**

Each Vendor must **submit one (1) unbound Original and eight (8) bound copies of the Proposal are required for submission, plus one (1) electronic copy (CD or flash drive)**. Only original documents will be accepted; faxed or electronically mailed versions will not be accepted on 8.5” x 11” paper. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “**Original**” on the original proposal.

## **RESPONSE FORMAT AND ORGANIZATION**

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror’s submittal.

## **COMPLETION OF REPOSES**

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

## **PROPOSAL FORMAT**

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (*single sided only*) and all documentation submitted with the proposal should be bound in that single volume, where practical.

- a) Proposals should be clearly marked **"16-P029R – Cooper River Bridge Redevelopment Area"**
- b) **All pricing information should be in a separate envelope clearly marked "Cost Proposal"**.
- c) Everything (Proposals and Cost Proposals (separate envelope in the larger package) is to be placed in one envelope/box/package clearly marked **"16-P029R – Cooper River Bridge Redevelopment Area"**.
- d) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 16-P029R.**
- e) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on January 12, 2017. Late proposals will not be accepted.**
- f) No more than one proposal may be submitted by any Vendor.
- g) The proposal must be signed by an official authorized to contractually bind the Vendor.
- h) All forms from this RFP requiring signature must be included in the proposal.

## **PROPOSAL EVALUATION PROCESS**

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. If the City determines that interviews are necessary to assist in the evaluation process, an interview will occur consisting of an oral presentation and possible submission of additional information as required by the Selection Committee. Such interviews will be conducted within the City of Charleston at a location determined by the City.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

The City shall select the most qualified Proposer on terms which are considered to be the most advantageous to the City. In making this decision, the City shall consider all established evaluation criteria listed herein and required submittals as detailed above.

Each proposal shall be subject to the same review and evaluation process. However, final approval rests with the members of the City Council of the City of Charleston.

The Selection Schedule tentatively proposed for this project is listed below. Please note that all dates are subject to change at the City's sole discretion.

A **non-mandatory** pre-proposal conference will be held approximately 30 days after the release of the RFP – November 14, 2016. Proposals will not be accepted from anyone not in attendance at this meeting.

#### **TIMELINE**

RFP issued	October 12, 2016
Non-Mandatory Pre-proposal Conference	November 14, 2016
Close of Question/Answer Period	November 21, 2016
Proposal Submittal Deadline	January 12, 2017
Selection Committee Meeting	Week of January 16, 2017
Panel Presentations, if needed	Week of January 23, 2017
Final Selection Committee Meetings	Week of January 30, 2017
Notification of Developer Selection	January 30, 2017
City Council Approval of Contractual Agreement	1 <sup>st</sup> meeting of the City Council in February 2017
Proposer Due Diligence	March 2017 – August 30, 2017
Closing on the Property	September 28, 2017

## **PROPOSAL EVALUATION CRITERIA FACTORS**

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

### **Criteria Factors**

- The strength and qualifications of the proposed team.
- Creativity and sensitivity of the design to the context of the Project site.
- Innovative responses to the goals of the RFP.
- Demonstrated financial ability to complete the project, based on the proposed schedule.
- Proposed Purchase Price for the property.

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

### **Exhibits:**

1. Exhibit A: Cooper River Bridge Area Plat
2. Exhibit B: Parcels included in the Redevelopment Bid
3. Exhibit C: S.C. Department of Transportation Restrictive Covenants
4. Exhibit D: Affordable Rental Income and Median Household Income Chart
5. Exhibit E: City of Charleston Affordable Housing Restrictive Covenants
6. Exhibit F: Former Cooper River Bridge Pile Cap approximate locations

# Scope of Work

## **EXECUTIVE SUMMARY**

The City of Charleston is seeking a responsive, responsible, and creative development team for the redevelopment of certain parcels of land in the City of Charleston, off the Meeting Street corridor in the Eastside Community of Charleston, referred to as the “*Cooper River Bridge Redevelopment Area*” (See Exhibit A: Cooper River Bridge Area Plat). This area presents an ideal opportunity for acquisition, redevelopment and construction of affordable and market-rate housing that provides spacious, attractive residential units as well as business/commercial development that support residential living. The City of Charleston is famous for its tasteful architecture and aesthetically-pleasing communities that preserve the historic character of the City. The redevelopment of these parcels should maintain these characteristics while enhancing its beauty and livability. The process will be managed by the City of Charleston’s Department of Housing and Community Development.

The redevelopment area consists of 10 parcels of land as follows:

1. A portion of the block bound by Lee, Hanover, Cooper and Nassau Streets, to include parcels 459-05-04-208, 459.05.04.197, 459-05-04-192, 459-05-04-198, 459-05-04-116, 459-05-04-193, 459-05-04-194, and 459-05-04-195, all which are identified on Exhibit B1; and,
2. A portion of the block bound by Lee, Aiken, Cooper and Hanover Streets, to include parcel 459-05-04-209 which is identified on Exhibit B2; and
3. A portion of the block bound by Lee, America, Cooper and Aiken Streets, to include “New Parcel D-1” (a portion of parcel 459-05-04-210) as shown on Exhibit B3.

Three of the parcels, 459.05.04.208, 459.05.04.209, and New Parcel D-1 were conveyed to the City of Charleston by the South Carolina Department of Transportation (SCDOT) and are subject to Restrictive Covenants [Exhibit C]. The covenants are subject to release by SCDOT upon the City of Charleston providing evidence that proper community mitigation and enhancement activities have occurred at the project site.

The City envisions a development that incorporates a Linear Park, affordable and market-rate homeownership and rental housing with complimentary business/commercial uses. This is an unparalleled opportunity to participate in Charleston’s growing housing and small business market by blending housing of varying designs, sensitive urban development and preservation strategies to create housing for persons of diverse economic strata. **The construction of single family-detached housing will not be allowed.**

## **PROJECT DESCRIPTION**

The City’s goal is to achieve an elegant mixed-use, mixed-income development of the highest quality in design, materials and workmanship. The scale, massing, and design of the project are of the utmost concern to the City of Charleston. The development shall exemplify high regard for the immediate and surrounding neighborhoods and give attention to the context of the sites, as well as the challenges and opportunities of designing 21<sup>st</sup> century architecture that is complementary to the neighborhood. The development should represent one of the finest examples of urban and architectural design in the City. The Cooper River Bridge Development should expand homeownership and residential rental opportunities in the affordable and market rate income categories and provide green space dedicated to an inviting pedestrian environment

The City of Charleston expects the Successful Bidder to maximize housing opportunities constructed in this area and anticipates proposals to build for-sale and rental homes that utilize the appropriate zoning and density. Proposers should submit a plan to include the related estimated construction costs, anticipated financing sources and the proposed affordable rental structure; or propose a plan for such rental homes to be constructed and ultimately ownership turned over to an affordable housing provider such as the Housing Authority of the City of Charleston (CHA) or a non-profit affordable housing provider. The City would favorably consider a private-public partnership in which Low Income Housing Tax Credits or similar financing was included to mitigate the cost of constructing the affordable rental housing while maximizing the number of units that can be achieved. No less than fifty percent (50%) of all housing constructed within the development shall be designated as affordable. Both the market rate housing and the affordable housing must be constructed concurrently to allow for seamless leasing and sales. The proposal should include the square footage of the houses to be constructed, construction costs, parking, amenities, proposed sales prices and regime fees, if applicable.

The affordable rental homes will target households earning up to 60 percent of the Area Median Income (AMI) as established and published annually by the U.S. Department of Housing and Urban Development (“HUD”) and rents will be the same as published annually by HUD for the appropriate unit sizes. (Exhibit D illustrates the AMI and HUD rents). These homes will remain affordable for no less than 40 years. The affordable for-sale homes will target first-time homebuyer households earning up to 120 percent of the AMI as established by HUD. (EXHIBIT D illustrates the AMI). These for-sale houses will be owner occupied, primary residences of the purchaser(s) and shall be governed by the City of Charleston’s Affordable Housing Restrictive Covenants [See Exhibit E].

The developer will be responsible for all building and public infrastructure within the parcels. The proposal must specifically describe those improvements, the schedule for construction, the estimated cost of those improvements, the proposed funding of the improvements, the proposed management of the construction of the improvements and the proposed ownership and maintenance of the improvements. All construction within these parcels must comply with City zoning and construction standards, requirements and regulations.

It is anticipated that all parking will be on-site and all utility services including street lighting within the project perimeter shall be placed underground at the expense of the successful development team. The cost of the street light underground conduit poles, lamps and other lighting equipment required for this Project shall also be the responsibility of the successful development team.

There is a storm water drainage easement running through the parcels. The developer must prepare a plan for the development that incorporates the storm water drainage easement. The City of Charleston will not relocate the drainage easement. There will be a linear park over the storm water drainage easement area to include a bike and pedestrian path. The bidder shall be responsible for the design and construction of the linear park.

A portion of the property is covered by a Voluntary Clean-up Contract (VCC) with SC DHEC and has related recorded restrictive covenants (Declaration of Covenants and Restrictions, Charleston County RMC, Book 0534, Page 710). The developer shall be responsible for the development of a Soil Management Plan and all work necessary to receive a certificate of completion related to the VCC. There will be VCC required deed restrictions in place on the parcels.

## **SITE CHARACTERISTICS**

Development of the parcels shall be undertaken within the limits of current land use and zoning regulations except for maximum height as noted below. **Each bidder shall independently verify all information.**

- ZONING: MU-2 Workforce Housing
- HEIGHT DISTRICT: 50 [additional height will be considered subject to quality of design and neighborhood concerns]
- FLOOD ZONE Current Flood Zone is AE13. This is subject to change with the expected issuance of new flood maps this year.
- EASEMENTS: Subject to all recorded easements.
- PARKING: Affordable housing parking requirements: 1 per 4 units  
Market rate housing parking requirements: 1.5 x # of units, rounded to the nearest whole number
- STRUCTURES The design of the buildings constructed for affordable housing is subject to review by the City of Charleston's Design Review Committee.
- PILE CAPS The former Cooper River bridge pile caps are still in place subsurface in the approximate locations as shown on the attached Exhibit F.
- CPW SEWER EASEMENT There is an existing CPW easement as shown on Exhibit A. CPW will consider abandoning the easement on Parcels 459-05-04-208 and 459-05-04-209.

## **DEVELOPMENT TIMELINE**

The successful Proposer will demonstrate the following:

1. The ability to produce the finest quality urban development focused on active street and park life. This ability will be judged in relationship to the concept plan for the Linear Park. Therefore, the following are paramount:
  - Creative submission incorporating the City's design standards for the site.
  - Building frontages and uses that maintain an urban edge to public spaces.
  - Contributory ground floor uses such as outdoor seating, gardens, and building entryways (stoops, lobbies, etc.).
  - Quality architecture with materials and details that enhance the urban patterns of community.
2. Use of environmentally sustainable techniques in the approach to site design details and building design and construction.
3. Compliance with Section 2-268 of the Code of the City of Charleston which supports

minority and women-owned businesses in all aspects of development and construction of the project.

4. The ability to mix a variety of housing types and prices, including a substantial number (substantial is defined as a minimum of fifty (50%) of buildout) of affordable rental and for-sale housing, in a dense urban environment in a manner that is seamless. Homes should not be differentiated as “affordable housing”. Housing types should be appropriate for frontage on urban streets and parks.
5. The ability to mix uses within the block. The intention is to create an urban environment with a variety of uses through creative design and the use of sustainable materials and excellent detailing.
6. The strength of the proposed financing package and a creative financial proposal that maximizes public benefits from this development.
7. Quality of the marketing plan for both the commercial and the housing components.
8. Proposed Project Schedule

#### **TERMS OF SALE**

The City shall convey by limited warranty deed all of its rights, title and interest in and to the property. A Contract Purchase Agreement will be prepared outlining the terms and conditions related to the sale of the property.

- A. Purchase Price: Cash payable at closing in the amount agreed to in the successful Proposer’s response to this RFP. The Purchaser shall pay the sum equal to 10% of the accepted purchase price (the Bid Bond). The Bid Bond Deposit shall be held in escrow. The Contract shall provide for a Due Diligence Period of 180 days, with a real estate closing to be conducted 30 days thereafter. The Bid Bond shall be applied to the Purchase Price at closing.

During the Due Diligence Period, the Purchaser shall take whatever actions it deems necessary to inspect the Property, including environmental testing and a wetlands study or determination, examine the title to the Property, conduct archeological, structural, geotechnical or such other investigations and studies as Purchaser shall determine are necessary or desirable to satisfy itself of the condition of the Property. If Purchaser elects to purchase the Property, Purchaser shall indemnify and hold the City harmless from liability arising from any archeological or environmental conditions on the Property, claims of right of ingress and egress to the Property by third parties, or exceptions to the title to the Property other than permitted exceptions (Environmental studies are available at the Procurement web-site).

- B. Closing Costs: Closing costs shall be paid in accordance with the terms of the Contract.

- C. Assignment: The executed Contract of Sale shall not be assigned by either party.

**TIME CONSTRAINTS**

Time is of the essence. Within 30 days of the closing and transfer of the Property to the Purchaser, the Purchaser shall begin the architectural design of the Property. The Purchaser shall complete all work on the Property no later than eighteen (18) months from the date of closing and transfer of the Property. This provision shall survive the closing on the Property and may be enforced by specific performance by the City.

# References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<p><b>Name:</b> _____</p> <p><b>Address:</b> _____ _____</p> <p><b>Phone/Fax:</b> _____</p> <p><b>Email:</b> _____</p>
<p><b>Name:</b> _____</p> <p><b>Address:</b> _____ _____</p> <p><b>Phone/Fax:</b> _____</p> <p><b>Email:</b> _____</p>
<p><b>Name:</b> _____</p> <p><b>Address:</b> _____ _____</p> <p><b>Phone/Fax:</b> _____</p> <p><b>Email:</b> _____</p>
<p><b>Name:</b> _____</p> <p><b>Address:</b> _____ _____</p> <p><b>Phone/Fax:</b> _____</p> <p><b>Email:</b> _____</p>
<p><b>Name:</b> _____</p> <p><b>Address:</b> _____ _____</p> <p><b>Phone/Fax:</b> _____</p> <p><b>Email:</b> _____</p>

## Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?  
\_\_\_ Yes \_\_\_ No
2. Did you sign the Certificate of Familiarity form?  
\_\_\_ Yes \_\_\_ No
3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?  
\_\_\_ Yes \_\_\_ No
4. Did you sign the applicable Affidavit?  
\_\_\_ Yes \_\_\_ No
5. Did you mark your "Original" Bid and provide the required # of copies?  
\_\_\_ Yes \_\_\_ No
6. Did you complete and include all pricing sheets?  
\_\_\_ Yes \_\_\_ No
7. Did you include the required references?  
\_\_\_ Yes \_\_\_ No
8. Did you provide a copy of insurance and all other documentation requested?  
\_\_\_ Yes \_\_\_ No
9. Did you include and sign any addenda?  
\_\_\_ Yes \_\_\_ No
10. Did you double check to make sure you have included everything that is requested?  
\_\_\_ Yes \_\_\_ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.