



Proposal Number: 25-P008R Proposals will be received until: April 28, 2025 @ 12:30pm	
Proposal Title: Commercial Moving Services	
Mandatory Pre-Proposal: April 21, 2025 @ 8:30am – 2 George St. Public Meeting Room	
Mailing Date: April 10, 2025 Direct Inquiries to: Robin B. Robinson	
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: 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.	
Authorized Signature: _____	Title: _____
Date: _____	
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. This signed page must be included with bid submission.	

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Commercial Moving Services**. 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 Proposal Response Form” to our office.
3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director 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.
4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson no later than 10:00am on April 23, 2025**. Questions may either be faxed to 843-720-3872 or emailed to **Robin B. Robinson, robinsonr@charleston-sc.gov**.

GENERAL INFORMATION

INTRODUCTION

The City of Charleston, South Carolina is soliciting proposals from qualified firms for commercial moving services to relocate approximately 90 staff and contents of departmental support spaces. The company selected will be responsible for providing all materials, equipment and manpower to implement the moves based on the schedule provided. Departments will move from multiple locations throughout the City ultimately consolidating affected staff into four primary locations.

There will be a Mandatory Pre-Proposal Meeting at 8:30am on Monday, April 21, 2025. Meeting will start at 2 George Street, Charleston, SC 29401 in the Public Meeting Room on the first floor.

The Pre-Locations are as follows:

- 85 Calhoun Street
- 80 Broad Street*
- 50 Broad Street
- 2 George Street, Suite 2600
- 2 George Street, Suite 2700*
- 2 George Street, Suite 3600
- 2 George Street, Suite 3700
- 75 Calhoun Street, 3rd floor

The Post-Locations are as follows:

- 108 Meeting Street
- 200 Meeting Street, Suite 301
- 200 Meeting Street, Suite 305/307
- 85 Calhoun Street
- 2 George Street, Suite 1200*
- 2 George Street, Suite 2600
- 2 George Street, Suite 2700
- 2 George Street, Suite 3600

** Pre and post-locations marked by an asterisk may be removed from the Scope of Work depending on the City's ability to perform smaller moves prior to the Contractor's Work commencement date.*

DEFINITIONS

- A. City** – the City of Charleston
- B. RFP** – Request for Proposals
- C. Move** – the multi-phased move from various City office locations to four Post-Locations
- D. Master Schedule** – document which has move schedules, logistics and other pertinent information
- E. Contractor** – the successful Proposer who is awarded the Contract
- F. Proposer** – any company that responds to this RFP
- G. Transition Team** – a team of City employees and representatives who will supervise the coordination and management of the Move along with the Contractor

- H. Project Manager** – one individual who is designated by Contractor to serve as liaison to the City and is present onsite during all moves
- I. Pre-location** – the location in which City staff will be moved from
- J. Post-location** – the location in which City staff will be moved to
- K. City Project Manager** – City of Charleston’s appointed Project Manager for move coordination purposes; Caroline Bond

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 B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 10:00am on April 23, 2025.** 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

SUSPENSION AND DEBARMENT

The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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.

CONTRACT TERMS

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

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.

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 (**April 28, 2025 @ 12:30pm**) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and

date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time. The City of Charleston is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the responsibility solely of the Offerors to ensure that its proposal reaches the City of Charleston Procurement Division, by the designated date and time. Proposals received after the scheduled due date and time will not be considered.

Late Proposal documents will not be accepted under any circumstances.

PROPOSAL SUBMITTAL REQUIREMENTS

To assure similarity in proposal presentation and allow the Selection Committee to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City of Charleston 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 information sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement. Non-responsive or incomplete submittals or inability to meet City requirements set forth may lead to disqualification of the Offeror's submittal.

Only information presented in the Proposal will be used to evaluate the submittals. Responses shall be completed in accordance with the requirements in the RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Specific Requirements

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- Complete response to RFP, signed, completed and submitted as required with a detailed outline and description of proposed plan designs, including a list of standard limitations and exclusions.
- The completed Contractor Data Sheet (cover page)
- A detailed outline and description of proposed program administration and services.
- A narrative summary of all the deviations from the specifications. The detailed explanation and description of price quotation deviations should be submitted as required in the RFP.
- The completed Questionnaire.
- Copies of all documents requested in this RFP as well as materials that may assist in the evaluation of this RFP.
- The submission of the detailed, itemized pricing.
- Sealed package marked on the outside with the Offeror's name, address, and the solicitation number.
- All submittal forms.

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.

All proposals should be clearly marked “25-P008R – Commercial Moving Services”

All proposals must be submitted in a sealed envelope. All pricing information should be in a separate envelope clearly marked “Cost Proposal”. Both sealed envelopes are to be placed in one envelope marked “25-P008R – Commercial Moving Services”

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: 25-P008R.

Proposals must be received in the City’s Procurement Office no later than 12:30pm on April 28, 2025. Late proposals will not be accepted.

No more than one proposal may be submitted by any Vendor.

The proposal must be signed by an official authorized to contractually bind the Vendor.

All forms from this RFP requiring signature must be included in the 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.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

COMPLETION OF RESPONSES

Only information presented in the Proposal will be used to evaluate the truck 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.

QUANTITY AND IDENTIFICATION OF PROPOSALS SUBMITTED

Each vendor must submit the following:

- **One (1) original un-bound, single-sided Proposal labeled as “ORIGINAL”**
- **Five (5) bound, double-sided Proposals**
- **One (1) electronic copy on a flash drive. Please have submittal on flash drive divided into two documents: 1) the proposal; and 2) the cost.**
- The Vendor must mark on the envelope or box containing the proposal the following information: **“24-P008R Commercial Moving Services”**
- Note the RFP identification number on the outside of the envelope or box
- All Proposals, including original, copies and the flash drive, shall be submitted together in one envelope or box
- Proposals must be submitted by mail or hand delivered to City of Charleston, Procurement Division, 75 Calhoun Street, Ste. 3500, Charleston, SC 29401, ATTN: 24-P008R

No more than one proposal may be submitted by any Vendor.

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. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request may 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.

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

- Company History
- Background history of company (years in business, locations, owner, financial stability, number of employees, amount of equipment, etc.)
- Affiliations of company (VanLine, BBB, professional organizations, etc.)
- Applicable licenses and authorities (DOT, business license or other)
- Training and Safety experience and preparedness
- Overall Move Plan
- Staff allocated to the Move and qualifications
- Allocation of equipment to perform the work
- Process/plan for building protection
- Plan for relocation of files, electronic equipment and security of City property
- References / Past Performance:
 - Quality of response from references particularly those in Charleston, SC.
 - Areas of contract performance, quality of the service, personnel responsiveness, reliability, professionalism, and response to complaints. Documentation of past performance in moves of this magnitude and resulting customer satisfaction
 - Cost definition and proposal

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.

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DETAILED WORK SCOPE

The City is soliciting this RFP for commercial moving services to implement a series of moves (the “Move”) for approximately 90 staff from various City departments and their related support space currently dispersed throughout the City consolidated into four* primary locations.

Major aspects of the Move include the provision of boxes and packing materials sufficient to facilitate the move as determined at the mandatory pre-bid meeting; definition of staff / equipment resource planning; disassembly of office furniture and disconnecting equipment; appropriate packing and handling of IT equipment to be moved; scheduling, transporting, securing and placing of the furniture/materials in the appropriate post-locations; and reassembly of office furniture and set up of equipment. The City’s IT department will handle the set-up of City IT equipment.

The City has established a team of City employees (the “Transition Team”) who will be supervising the coordination and management of all aspects of the Move with the Contractor. The Transition Team is incorporated as Attachment B. The City has prepared a working master schedule document (the “Master Schedule”), which tracks items such as scheduled move date ranges, locations, furniture inventory, etc. The Master Schedule is incorporated as Attachment A and is subject to change. The Contractor shall agree and understand to work closely with the Transition Team to ensure that all tasks and deadlines on the Master Schedule are successfully completed within the given parameters. The Contractor shall agree and understand that the City maintains flexibility regarding adjusting move dates/deadlines.

The move sequence has been developed based on the current construction and new furniture installation schedules at the various post-locations. Move phases grouped by post-locations and target schedules are as follows:

- **Pre-Move – 2 George, Suite 2600 & 75 Calhoun**
- **Phase 1 – 2 George, Suites 1200*, 2700, & 3600 (May 2025)**
 - Phase 1A – Relocation of Call Center Services*
 - Phase 1B – Partial Relocation of Housing and Community Development
 - Phase 1C – Partial Relocation of Procurement
- **Phase 2 – 200 Meeting & 108 Meeting (June 2025)**
 - Phase 2A – Relocation of BFRC divisions, Community Services, and HR
 - Phase 2B - Relocation of Civic Design Center and Special Projects
- **Phase 3 – 2 George, Suites 2600, 2700 & 3600, and 85 Calhoun (June 2025)**
 - Phase 3A – Remaining Relocation of Procurement and HCD
 - Phase 3B – Relocation of Real Estate
 - Phase 3C – Relocation of Surplus Furniture

A detailed move sequence with a summary of departmental requirements and proposed durations is located in the section titled Move Sequence. Moves are primarily contents only (furniture, boxes and computer equipment) for administrative office space. Additional scope requirements including the relocation of furniture or special requirements for each site are described in the appropriate phase and will be reviewed during the pre-bid meeting.

Pre Move

- Timing: May 14 – 25, 2025
- Description: During the pre-move phase, Contractor will deliver packing materials to a central location for the City’s distribution to the Transition Team. This will be at 2 George, Suite 2600. Contractor will also assist with disassembly of office furniture that is not currently being used at 75 Calhoun in preparation for the phased relocations.

Phase 1 – Moves to 2 George, Suites 1200*, 2700, & 3600

- **Phase 1A – Call Center Relocation**
 - Timing: May 2025. The post location is available to move into immediately. *There is a chance that Phase 1A may be completed by staff and will not require moving services.
 - Pre and Post Locations: The Call Center team will be relocated from two pre-locations at the Gaillard Municipal Center (“GMC”): 2 George, Suite 2700 and 2 George, Suite 2600, Office 2603. Office furniture from 2 George Suite 3600 will be moved to the post location to furnish the director’s closed door office. The post-location for Phase 1A will be in Suite 1200 at the GMC.
 - Access to Pre and Post Locations: GMC access to the pre-locations is through the loading dock on Anson Street. The freight elevator will be the primary means of vertical transportation. There are other elevators in the building, but use will not be allowed for move activities. Access to the post location on the ground floor of GMC will be from the exterior of the building from the George Street R/W.
 - General Description: The call center includes six total employees. Five staff members are located in Suite 2700. All furniture and equipment from Suite 2700 will move to Suite 1200. This includes a conference table with six chairs and one small two-drawer metal file cabinet. The Call Center director’s office is 2603 and is located in Suite 2600. Personal items (wardrobe and round table in office) and files will be moved from Office 2603 to Suite 1200, but the furniture will not be moved. Furniture from Suite 3600 will be moved to Suite 1200 to furnish the director’s office in the post location.
- **Phase 1B – Housing and Community Development Partial Relocation**
 - Timing: May 2025. After Phase 1A is completed, Phase 1B can begin.
 - Pre and Post Locations: A portion of the HCD team will be relocated from their pre-location at 75 Calhoun, Suite 3200 to the post-location of 2 George, Suite 2700.
 - Access to Pre and Post Locations: Access to all pre-locations on the third floor of 75 Calhoun shall be via the elevators located on the ground floor in the lobby of the building. Access to the post location at 2 George, Suite 2700 is through the loading dock on Anson Street. The freight elevator will be the primary means of vertical transportation. There are other elevators in the building, but use will not be allowed for move activities.
 - General Description: Phase 1B will involve moving three to five HCD members to 2 George, Suite 2700. All furniture, equipment, and personal items assigned to those staff members being moved in Phase 1B will move to 2 George, Suite 2700.

- **Phase 1C – Procurement Partial Relocation**

- Timing: May 2025.
- Pre and Post Locations: A portion of the Procurement team will be relocated from their pre-location at 75 Calhoun, Suite 3500 to the post-location of 2 George, Suite 3600.
- Access to Pre and Post Locations: Access to all pre-locations on the third floor of 75 Calhoun shall be via the elevators located on the ground floor in the lobby of the building. Access to the post location at 2 George, Suite 3600 is through the loading dock on Anson Street. The freight elevator will be the primary means of vertical transportation. There are other elevators in the building, but use will not be allowed for move activities.
- General Description: Phase 1C will involve moving the majority of the Procurement team. Five staff members are located at 75 Calhoun, Suite 3500. All equipment, personal property, files, and IT equipment will move to the post location with the Procurement team. Additionally, specialty cabinets (26in deep, 69in wide, and 78in high – see image below) will need to be moved as well as two or three bookcases. The furniture will not be moved to the post-location. This office furniture will be primarily be moved to 200 Meeting.



Phase 2 – Moves to 200 Meeting & 108 Meeting

- **Phase 2A – Relocation of BFRC, Community Services, and HR**

- Timing: May 31 – June 14, 2025.
- Pre and Post Locations: Smaller BFRC teams to include Process Improvement (three staff members), Internal Audit (one staff member), and Grants (three staff members), will relocate from 2 George, Suites 2600 and 3600 to 200 Meeting, Suite 301. The entire Community Services section and Human Resources section, located at 75 Calhoun (Suites 3400, 3600, 3700 and 3800), will be moved to 200 Meeting. This involves approximately 50-60 staff members. Community Services will be moving to Suite 301, and HR will move into Suite 305/307.
- Access to Pre and Post Locations: Access to all pre-locations on the third floor of 75 Calhoun shall be via the elevators located on the ground floor in the lobby of the building. Access to the post location at 200 Meeting is through the service elevators located in the attached parking garage adjacent to the building. All City offices will be located on the third floor of 200 Meeting.

- General Description: For those staff members moving from 75 Calhoun, all equipment, personal property, files, and IT equipment will move to the post location. Certain furniture items may be excepted from the move. A complete move map of furniture items located at 75 Calhoun will be provided at the Mandatory Pre-Proposal Meeting. For those BFRC team members moving from 2 George, all equipment, personal property, files, and IT equipment will move to 200 Meeting, however, the office furniture will remain.
- **Phase 2B – Relocation of Civic Design and Special Projects**
 - Timing: June 15 – 20, 2025.
 - Pre and Post Locations: Civic Design and Special Projects will move from four pre-locations at 85 Calhoun, 2 George (Suite 3600), 80 Broad, and 50 Broad. Office furniture from 85 Calhoun will be moved to the post location at 108 Meeting Street.
 - Access to Pre and Post Locations: Access to the Civic Design Center can be made through the rear door on 85 Calhoun. 85 Calhoun is a two story building without an elevator. Access to 2 George, Suite 3600 is through the loading dock on Anson Street. The freight elevator will be the primary means of vertical transportation. There are other elevators in the building, but use will not be allowed for move activities. Access to 50 and 80 Broad can be made through the front door from Broad Street. Access to the post-location at 108 Meeting can be made through the front and side doors on Meeting Street.
 - General Description: The Civic Design Center has two staff members. All furniture, files, personal items and equipment from the Civic Design Center will move to 108 Meeting Street. This includes two conference table with chairs, large plotter, drafting tables, pin-up boards, tables – everything goes. There is one staff member located at 2 George (Suite 3600). All equipment, personal property, files, and IT equipment will need to move to the post-location. This office furniture will not move to the post location other than a small café table with chairs and a bookcase. There is one staff member located on the first floor at 50 Broad and one staff member located on the first floor of 80 Broad. All equipment, personal property, files, and IT equipment from both locations will need to move to the post-location. The office furniture from 50 Broad and 80 Broad will not move to the post location.

Phase 3 – Moves to 2 George, Suites 2600, 2700, 3600, and 85 Calhoun

- **Phase 3A – Relocation of Remaining Procurement and HCD**
 - Timing: June 21 – 30, 2025
 - Pre and Post Locations: Any remaining Procurement team members will be relocated to 2 George, Suite 3600 from 75 Calhoun, Suite 3500. Any remaining HCD team members will relocate from 75 Calhoun, Suite 3200 to 2 George, Suites 2600 & 2700.
 - Access to Pre and Post Locations: Access to all pre-locations on the third floor of 75 Calhoun shall be via the elevators located on the ground floor in the lobby of the building. Access to the post locations at 2 George, Suites 2600, 2700, and 3600 is through the loading dock on Anson Street. The freight elevator will be the primary means of vertical transportation. There are other elevators in the building, but use will not be allowed for move activities.
 - General Description: All equipment, files, personal property items, and IT equipment will be relocated with the staff members. A complete move map of furniture items located at 75 Calhoun will be provided at the Mandatory Pre-Proposal Meeting.

- **Phase 3B – Relocation of Real Estate**
 - Timing: June 21 – 30, 2025
 - Pre and Post Locations: The Real Estate team will be relocated from their pre-location at 2 George, Suite 2600 to the post-location of 2 George, Suite 3600. This team consist of four members.
 - Access to Pre and Post Locations: Access to the pre and post locations at 2 George is through the loading dock on Anson Street. The freight elevator will be the primary means of vertical transportation. There are other elevators in the building, but use will not be allowed for move activities.
 - General Description: Phase 3B will involve moving the Real Estate including all equipment, personal property, files, and IT equipment. The furniture will not be moved to the post-location.
- **Phase 3C - Relocation of any Surplus Furniture****
 - Timing: June 21 – 30, 2025
 - Post Location & Access: Any remaining furniture, files, personal property items, equipment, etc. located at 75 Calhoun, if not moved with its staff member, will be relocated to 85 Calhoun. Access to 85 Calhoun will be through the back door of the building.

****Alternates for Removal of Surplus Furniture:**

The City fully intends to relocate and reuse furniture in the post-locations. However, in the event project timelines and post-location spaces do not allow furniture to be relocated to the post-locations, the City is requesting alternate pricing to remove and relocate any remaining furniture to 85 Calhoun.

Alternate pricing should include all costs for manpower, equipment, parking expenses and any other cost associated to successfully implement the requirements for each Alternate.

****Alternative for 200 Meeting Post-Location:**

The City intends to finalize a Lease Agreement for 200 Meeting Street office space prior to the Move. However, in the event the City does not have possession of 200 Meeting, all staff, furniture, and equipment will be relocated to the alternate site of 1660 & 1662 Ingram.

Alternate pricing should include all costs for manpower, equipment, parking expenses and any other cost associated to successfully implement the requirements for the alternate Post-Location.

SPECIFICATIONS, INSTRUCTIONS, TERMS, CONDITIONS & RESPONSIBILITIES OF CONTRACTOR

- **Project Manager (PM).** Contractor shall designate a PM in charge who will be responsible for the planning, organization and coordination of all Contractor employees and will oversee the entire operation of the Move. The PM will serve as the main point of contact to the City Project Manager and Transition Team and will be responsible for attending progress meetings with the Transition Team, and present at all moves. The PM will submit, as part of this RFP response, a staffing plan for the Move. All parties are responsible for knowing and being prepared to deliver services to complete the daily project schedule as outlined in Attachment B - Project Sequence.

- **City Project Manager.** The City has designated Caroline Bond as the City PM for the Move. The City PM will oversee all move coordination and will be the City's main point of contract with the Contractor's PM.
- **Onsite Supervisor.** Contractor shall at all times have a competent supervisor onsite during all aspects of the Move to constantly supervise the work and remain ready to receive instruction from the Transition Team. This requirement is in addition to the Project Manager's requirements.
- **Master Schedule.** Contractor shall refer to the Master Schedule and the Transition Team to determine logistical details and direction regarding the Move.
- **City Personnel.** Contractor shall agree and understand that City personnel will provide no physical assistance to the Contractor during the moves. City personnel will only be involved in the planning, coordination, and inspection of the various moves.
- **Survey.** Contractor shall, prior to the Move, survey all facilities (pre and post locations) with Transition Team to identify and document any existing building damage to floors, wall, doors, furniture, etc.
- **Inventory.** Vendor shall be responsible for inventorying and determining actual quantities of material and equipment to be moved.
- **Pre-packing Material.** Prior to the Move, Contractor shall deliver pre-packing materials in sufficient size and quantity to allow City staff to pack and label their office contents. The Contractor shall also provide a variety of pre-selected colors of removable labels for each move phase. The Contractor should anticipate a minimum of two packing material deliveries at each pre- location to meet departmental packing requirements. Include all estimated material cost and deliveries as agreed upon at pre-bid meeting in proposal response.
- **Pre-move.** The Contractor shall ensure all items to be moved are properly labeled prior to removal from the pre-location. The labels shall contain, as a minimum, the destination location (floor and room number) as dictated on floor plans provided to the successful bidder.
- **Packing Instructions.** Contractor is to review and provide additional requirements (if needed) to the "Office Relocations" document. Contractor PM is required to participate in pre-move instructional meeting with the Transition Team and City move coordinators and provide additional move guidance.
- **File Relocation Plan.** Proposer shall propose a plan for relocating files and maintaining their sequence.
- **Surplus Furniture.** The removal of City owned furniture from the City offices (if needed) will need to be delivered to 85 Calhoun (or other approved location(s)) and will take place immediately following moves to the post-locations for each phase.
- **Electronic Equipment and City IT Equipment.** All electronic equipment shall be transported in a manner that provides protection from damage, moisture, dust and shock related movement. Contractor must be familiar and experienced with disconnecting and

proper handling of IT equipment. City's IT staff will assist with the reconnection of IT equipment at the post-locations.

- **Electronic Equipment Relocation Plan**. Contractor will provide appropriate personnel and equipment to comply with plan for relocating electronic equipment safely and efficiently.
- **Photo Copier/ Water Cooler/ Mail Machines**. All vendor supported equipment and water coolers will be moved by the City or under separate Contract by leasing vendor unless otherwise noted by the Transition Team.
- **Transition Team Approval**. Any changes made without the approval of the Transition Team will be at the Contractor's sole expense. Once a Contract is awarded, rescheduling and/or changes to the Scope of Work must have the prior approval of the Transition Team.
- **Parking**. Contractor shall be responsible for arranging and paying for any and all of Contractor's parking related expenses as a result of the Move.
- **Working Hours**. Prior to the starting date of the Move, Contractor shall submit to the Transition Team a detailed schedule of working hours for the Move, which must be approved by the Transition Team. All aspects of the Move must progress according to the Master Schedule and remain flexible. All moving efforts shall take place during regular business hours from 8:30am – 5:00pm except where identified on the Move Schedule. Additional extended work schedules to include evening and weekend shifts may be implemented at the prior approval of the Transition Team.
- **Working Conditions**. Contractor must work around office visitors, guests, and staff members with as minimal interruption as possible.
- **Stoppage Time**. An allowance of time will not be made for stoppage or suspension unless due to the fault of the City, or acts of God, as determined by the Transition Team.
- **Personal Protection Equipment**. Portions of 108 and 200 Meeting Street may be under construction at the time of the Move and will require Contractor to provide its employees with personal protection equipment (hard hat, safety glasses, safety vest, etc.) and instructions on how/when to use them in accordance with governmental Occupational Safety and Health Administration standards.
- **Contraband**. Contractor shall not permit its employees to bring, use, or use before a work shift, any Drugs, Tobacco or Alcohol in or on any City property or facility.
- **Trespassing**. Contractor shall not permit its employees to enter any area except those listed in the Master Schedule at the given times unless otherwise authorized by the Transition Team.
- **Identification**. All employees of the Contractor shall carry visible identification while on or near Municipal property either by uniformed attire, badge or tag which clearly identifies them as an employee of the Contractor.
- **Behavior and Appearance**. Contractor shall be responsible for the language, conduct, and appearance of Contractor's employees when in and around any Municipal buildings,

employees or guests.

- **Employee Background**. The Contractor will perform background checks for each full time and subcontracted employee, and provide written certification that each employee has no records of criminal convictions other than minor traffic violations. Records of screening and background investigations must be documented and maintained in the Contractor's local office and be made available to the City's authorized representative upon request.
- **Employee Removal**. The City reserves the right, if determined to be in the best interest of the City, to require Contractor to remove any of Contractor's employees from this project.
- **Employee Retention**. Contractor shall make its best effort to retain the same employees on the project from commencement to completion.
- **Building Protection**. Transporting equipment used by Contractor must be kept clean and in good order so as to prevent any damage to items being moved. Contractor shall be responsible for ensuring that the wheels are clean on all moving equipment. Contractor shall provide all protective materials to prevent damage to all surfaces including but not limited to carpet, floors, wall, doors, door jambs, windows, elevators, etc., in all pre and post-location buildings for the duration of work at each site to prevent physical damage to the buildings and their contents. The City reserves the right to determine the adequacy of the protection being proposed by the Contractor and may require additional protection when determined necessary. The move will not commence until building protection is in place. Downtime due to installing inadequate protection will be the Contractor(s) responsibility. In the event damage (other than that documented during the facility surveys) occurs due to the Contractor(s) actions during the move, the responsible Contractor shall take immediate corrective measures to prevent further damage and ensure immediate repairs are made to the satisfaction of the City.
- **Furniture Protection**. Contractor shall make any necessary provisions to cover and protect furniture, equipment, and other materials from any damage, moisture, dust or shock related movement. The City reserves the right to determine the adequacy of the protection being proposed by the Contractor and may require additional protection when determined necessary.
- **Trash Removal and Cleanliness**. Contractor shall be responsible for keeping any and all Municipal premises clean at all times. Debris shall be removed from job sites daily, and transported to a collection site.
- **Equipment Removal**. Contractor shall, upon completion of the work and before final payment, remove all of Contractor's equipment, property, and trash associated with the Move.
- **Liability**. Contractor shall be solely responsible for any and all losses or damages caused by theft, accidents, negligence, etc., while City property is in Contractor custody.
- **Bill of Lading**. Upon completion of the Move, the Contractor shall obtain the signature of the designated Transition Team Member on the mover's Bill of Lading form and provide him or her with a copy. Payments for this Contract will not be made without the above documentation.

- **Property Replacement.** Contractor shall be responsible for the restoration and/or replacement of all property, public and private, which has been removed or damaged in the performance of the work under the Contract and shall be made at the sole expense of the Contractor. The geographical scope of work for the Move includes but is not limited to any and all buildings and structures, adjacent portions of any streets, alleys, lawns, sidewalks, driveways, or other property used in executing the work.
- **Final Inspection.** Final inspection and correction of deficiencies shall be completed within 48 hours after the Contractor has notified the City that any phase of the Move and related cleanup has been completed.
- **Reusable Packing Material.** Upon completion of the Move Phase 1, Contractor shall consolidate any reusable packing materials in the Gaillard Municipal Center (location to be specified) for future distribution by the Contractor to Phase 2 pre-locations.
- **Miscellaneous.** The Contractor shall not be authorized to disengage, or dismantle anything permanently attached to any City facilities without prior approval from the Transition Team.

RESPONSIBILITIES OF THE CITY OF CHARLESTON

- **Master Schedule.** The Transition Team will provide an up-to-date Master Schedule, to the Contractor, at least thirty calendar days prior to commencement of each Move phase.
- **Availability.** The Transition Team will remain available for answering questions regarding the removal and placement of the material/equipment and will provide other assistance and suggestions to the Contractor as needed.
- **Access.** The City will assume responsibility for providing the necessary access to and within the Municipal buildings.
- **Packing and Labeling.** Except as noted earlier in this document, the City staff will be responsible for packing their personal belongings and other office contents which may include desktop items, desk contents, table contents, storage cabinets, file drawers, etc. Contractor will furnish a sufficient amount of cardboard boxes, tape, tags, and labels in advance of the Move for this purpose.
- **Original Artwork.** City staff will be responsible for removing any artwork unless otherwise noted by the Transition Team.
- **City Personnel and Equipment.** The Contractor may not use any equipment or personnel of the City unless otherwise approved by the Transition Team.
- **Leased Equipment.** Rental or leased equipment or equipment under service contract may have to be prepared for movement and/or moved by the manufacturer and/or vendor/service representative. It will be the City's responsibility to arrange for such preparation and/or moves, and to supply the Contractor with a list of such items to be prepared for moving and/or to be moved by another party.

- **Transition Team.** The City will provide a Transition Team that is thoroughly familiar with the plans, layouts, schedule, etc., to work closely with the Contractor and their employees.

SUBMISSION REQUIREMENTS

Signed Forms

- Firm qualifications – The Offeror's experience in successfully developing and supporting like applications, commitment of key resources, and responses from references.
- Company History – Ability to show that company has a solid history, foundation and has the experience to perform what is being required.
- Approach – this section shall present the Contractor's approach to providing the services specified in this RFP and should include the following:
 - Description of services to be provided
 - Who will provide the services
 - How the services will be provided
 - Description of activities
 - Project methodology
 - Timeline for project completion
 - How you derived at your cost
 - Equipment requirements
 - Plan for managing work requirements
 - Plan for managing file relocation
 - Plan for managing electronic equipment relocation
 - Plan for security and protection of City property, furniture, walls, floors, doorways, elevators, etc.
- Proposed responses to the Specifications and Instructions, Terms, Conditions & Responsibilities of the Contractor section Organization and Staffing
 - Proposed organizational structure
 - Staffing chart showing specific job classifications, number of total employees and number of full-time positions and their reporting relationships.
 - Resumes for all managerial and key personnel
 - Project manager and supervisors must have a sufficient amount of experience and remain available for the duration of the Move
 - Description of training and safety programs
 - Prior to award of contract, a complete roster of employees shall be provided
 - Qualifications/Experience/References - Describe track record in performing services comparable to those specified in this RFP. Include a list of all similar work performed by your firm and over the past five years including:
 - Name and contact information for client
 - Size and scope of work provided
 - Additional Insurance – Contractor is to provide an additional \$100,000 of insurance coverage over Contractor's standard coverage to cover damages to City's property caused in transit or by actions of the Contractor.
 - Cost –Total cost over the life of the project.

INDIVIDUAL MOVE PACKAGE PROPOSALS

Each move Package Phase proposal should include a total cost lump sum cost to the City including all services, supplies, insurance, equipment and fees to perform the scope of work described in this document. Moving supplies should reflect quantities agreed upon in the pre-bid survey. Staffing and equipment plan definition is required for evaluation.

	<u>Phase 1 Moves</u>	<u>Phase 2 Moves</u>	<u>Phase 3 Moves</u>
Individual Total Cost per Phase	_____	_____	_____
Additional insurance (\$100,000)	_____	_____	_____

Estimated moving supplies included in package:

Number of boxes	_____	_____	_____
Number and size of bubble wrap	_____	_____	_____
Number of tape roles	_____	_____	_____
Computer bags	_____	_____	_____
Number of labels	_____	_____	_____

Estimated Staffing Plan:

Total man-hours per move phase	_____	_____	_____
Small crew description	_____	_____	_____
Number of truck drivers	_____	_____	_____
Number of supervisors	_____	_____	_____
Number of laborers	_____	_____	_____
Large Crew description	_____	_____	_____
Number of truck drivers	_____	_____	_____
Number of supervisors	_____	_____	_____
Number of laborers	_____	_____	_____

Estimated Equipment Plan (Height of the Move):

Number of trucks	_____	_____	_____
Number of 4 wheel dollies	_____	_____	_____
Number of speed packs	_____	_____	_____
Number of appliance trucks	_____	_____	_____
Number of panel carts	_____	_____	_____
Number of stair climbers	_____	_____	_____
Number of furniture pads	_____	_____	_____

ALTERNATE MOVE PACKAGE PROPOSALS

Each Alternate Move Package proposal should include a total cost lump sum cost to the City including all services, supplies, insurance, equipment and fees to perform the scope of work described in this document. Staffing and equipment plan definition is required for evaluation.

Alternate: 85 Calhoun Surplus Furniture

Alternate Cost	\$ _____
Estimated number of days:	_____
Estimated staffing plan:	_____
Man-hours for move	_____
Number of Truck Drivers	_____
Number of Supervisors	_____
Number of Laborers	_____

Alternate Post Location: 1660 & 1662 Ingram

Individual Total Cost per Phase	_____
Additional insurance (\$100,000)	_____

Estimated moving supplies included in package:

Number of boxes	_____
Number and size of bubble wrap	_____
Number of tape roles	_____
Computer bags	_____
Number of labels	_____

Estimated Staffing Plan:

Total man-hours per move phase	_____
Small crew description	_____
Number of truck drivers	_____
Number of supervisors	_____
Number of laborers	_____
Large Crew description	_____
Number of truck drivers	_____
Number of supervisors	_____
Number of laborers	_____

Estimated Equipment Plan (Height of the Move):

Number of trucks	_____
Number of 4 wheel dollies	_____

Number of speed packs

Number of appliance trucks

Number of panel carts

Number of stair climbers

Number of furniture pads

UNIT COSTS

In the event changes in scope are required, unit costs will be utilized as the basis for the cost proposal. Unit prices are complete for labor, equipment, material and overhead and profit. In the event of pricing errors the Unit Pricing will prevail.

	Description	Cost	Unit
A	Truck	\$	Per Truck
B	Truck Driver	\$	Per hour
C	Supervisor	\$	Per hour
D	Laborer	\$	Per hour
E	Bubble wrap (1/2" bubble by 250')	\$	Per roll
F	Computer bags	\$	Each
G	Sheets of Labels	\$	Per package of 1,000

INDIVIDUAL CREW COSTS

Periodically the City requires commercial moving services on a smaller scale. Please provide staffing quantities and an average hourly rate required to support a small move requiring one truck. Average hourly rate should include all costs for labor, equipment, material and overhead and profit.

	Cost	Unit
Small Move Team		
Minimum hours required	\$	Crew Hourly Average
Number of Trucks	\$	Per truck
Number of Truck Drivers	\$	Per driver
Number of Supervisors	\$	Per supervisor
Number of Laborers	\$	Per laborer

ATTACHMENTS
A thru C

Proposal Number: 25-P008R	Proposals will be received until: April 28, 2025 @ 12:30pm
Proposal Title: Commercial Moving Services	
Mandatory Pre-Proposal: April 21, 2025 @ 8:30am – 2 George St. Public Meeting Room	
Mailing Date: April 10, 2025	Direct Inquiries to: 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. 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.

NO PROPOSAL RESPONSE FORM

Proposal Number: 25-P008R	Proposals will be received until: April 28, 2025 @ 12:30pm
Proposal Title: Commercial Moving Services	
Mandatory Pre-Proposal: April 21, 2025 @ 8:30am – 2 George St. Public Meeting Room	
Mailing Date: April 10, 2025	Direct Inquiries to: Robin B. Robinson
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Minority or Women Owned Business: 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.	
Authorized Signature: _____	Title: _____
Date: _____	
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. This signed page must sent in if not sending in a submission.	

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: _____

References

Offerors must supply a minimum of three (3) references for which they have provided the same or similar services being requested in the Scope of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

Name: _____
Address: _____ _____
Phone/Fax: _____
Email: _____
Name: _____
Address: _____ _____
Phone/Fax: _____
Email: _____
Name: _____
Address: _____ _____
Phone/Fax: _____
Email: _____
Name: _____
Address: _____ _____
Phone/Fax: _____
Email: _____
Name: _____
Address: _____ _____
Phone/Fax: _____
Email: _____

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 Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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% MWBE participation as the goal for this project. In order to meet this goal, the MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office or a reciprocal certification at the time of execution of the contract. All bidders must document the extent of their effort to meet this goal by completing the MWBE Compliance Affidavits below.

A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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. All Bidders must provide either (a) Affidavits A and B or (b) Affidavit C. If a Bidder provides Affidavit C, the Bidder does not need to provide Affidavits A or C.

- 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.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <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="margin: 5px 0;"/> <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <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="margin: 5px 0;"/> <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <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="margin: 5px 0;"/> <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <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="margin: 5px 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 _____

My Commission Expires: _____

Title: _____

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 Seal:

Notary Public for the State of _____

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law and employer’s liability limits of \$100,000 per accident.
 4. **PROFESSIONAL LIABILITY:** \$1,000,000 per claim/\$1,000,000 aggregate limit, with a deductible of \$20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

- (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the City of Charleston.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

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.

All pages that require a Signature shall be included with the proposal. Failure to include these required pages may result in the proposal being deemed Non-Responsive.

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 the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City 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. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Proposal 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, 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. 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

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 Agreement 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 Subcontractors 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 Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or 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 this Agreement. 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. SUBCONTACTORS

- 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 a minimum of 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 with a minimum of 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 (the "SCDOR"). When and if the City receives an executed SCDOR 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 nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, 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 requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

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

For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. 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 the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. 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 otherwise 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, may be 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."

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, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at <http://charleston-sc.gov/index.aspx?nid=246>. To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388. 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.

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. 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.

63. RESPONSE PERIOD

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

64. CONTRACT TERMS

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

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID DO NOT OPEN

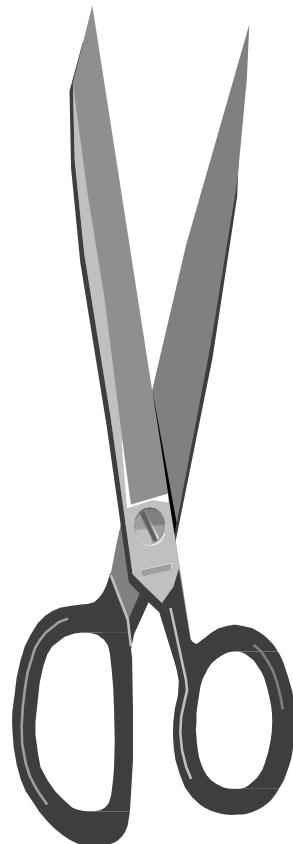
SEALED BID NO.: **25-P008R**

BID TITLE: **Commercial Moving Services**

DUE DATE/TIME: **April 28, 2025 @ 12:30 pm EST**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401



Submittal Checklist

Responses shall be mailed/delivered in a sealed envelope to the City's Procurement Division no later than and time as shown in this solicitation.

<https://www.charleston-sc.gov/Bids.aspx?CatID=17>

Did an authorized company representative sign:

- The front page of this solicitation?
- The Certificate of Familiarity?
- The WMBE Compliance Provisions form?
- The applicable WMBE Affidavit (and had notarized)?
- The bottom portion of this page?

Did an authorized company representative sign the Certificate of Familiarity?

Did you include references if required?

Did you provide a copy of your Certificate of Insurance, if required?

Did you check the City's website for any addenda and include a signed copy of each with your response?

Did you complete and include pricing sheets, if included?

Did you double check to make sure you have included everything requested in this solicitation?

Payment Terms: **NET 30** Federal ID/SS: _____ Unique Entity ID: _____

A/R Point of Contact (Name, Phone & Email): _____

Company Legal Name & DBA: _____

Remit to Address: _____

Person Authorized to Sign: _____ Date: _____

Printed Name: _____ Phone: _____

Fax: _____ Email Address: _____

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.