



Proposal Number: 26-P012R Proposals will be received until: July 10, 2026 @ 12:30pm	
Proposal Title: Palmetto Artisan Program Management	
Mailing Date: June 16, 2026	Direct Inquiries to: Robin B. Robinson
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
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 **Palmetto Artisan Program**. 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 2:00pm on June 26, 2026.** Questions may either be faxed to 843-724-7354 or emailed to **Robin B. Robinson, robinsonr@charleston-sc.gov**.

GENERAL INFORMATION

INTRODUCTION

The City of Charleston is inviting proposals and qualification statements from qualified individuals, businesses or agencies to undertake management of the Palmetto Artisan Program Management (PAP). This plan for management of the Program was created by citizens who along with the City of Charleston have designed and managed the Palmetto Artisan Program Management.

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. Robison, City of Charleston, Procurement Division, 2 George Street, Suite 3600, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-724-7354. All questions must be received before 2:00pm on June 26, 2026.** 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 (1) 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 (*12:30pm on July 10, 2026*) 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 for 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 proposal, including a list of standard limitations and exclusions.
- A narrative summary of all the deviations from the specifications. The detailed explanation and description of price quotation deviations should be submitted.
- The submission of the Price Quotations.
- 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 design to provide the Selection Committee with a straightforward presentation of the capability to satisfy the requirements of this RFP.

All documentation submitted with the proposal shall be in a single volume. Documentation must be on 8 ½ x 11 pages.

Include the following items:

- RFP Cover Page listing title of project, RFP number, date of submittal, and name of company
- List of lead contact(s) for the City

- List of Qualifications and References: provide at least (4) municipal projects for a client in the past year. References are provided with accurate and up-to-date contact information. *Reference form is provided.
- Acknowledgement of any issued Addenda
- Proposal must be signed by an official authorized by the vendor's company to contractually bind the vendor.

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
- Any Addenda

COMPLETION OF REPOSES

Only information presented in the Proposal will be used to evaluate the services 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"
- Four (4) 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 follow information: **"26-P012R Palmetto Artisan Program Management"**
- 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, 2 George Street, Suite 3600, Charleston, SC 29401, ATTN: 26-P012R.

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

PROPOSAL EVALUATION PROCESS

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 may 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.

After the proposals are evaluated, the City will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The City may choose not to require formal presentations or interviews. The City may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific vendor in order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the contract.

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

- Compatibility of individual or agencies mission with that of the City of Charleston and the Palmetto Artisan Program Management — including demonstrated commitment to Gullah-Geechee cultural stewardship and equitable youth engagement
- Management team's expertise in youth development, community outreach, and — for the redesigned contract — demonstrated experience or credible plan for delinquency prevention and intervention work
- Proposal for management services and budget
- Financial strength of team
- Demonstrated track record of community engagement in Charleston's historically underserved neighborhoods.
- Proposed approach to Year 1 Redesign Planning Component: quality of methodology, timeline, and collaboration framework with CPD Youth Outreach and City divisions.

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.

Palmetto Artisan Program Management

The City of Charleston is inviting proposals and qualification statements from qualified individuals, businesses or agencies to undertake management of the Palmetto Artisan Program (PAP). With this RFP, the City is seeking applicants who can continue providing the programming to Palmetto Artisans in accordance with the principles of this RFP and also engage with City staff and potentially other stakeholders to address the question of how the City can reach unlicensed youth who continue to sell roses without a license. The City envisions offering a 1-year contract with 4 – 1 year options that is renewable upon successful execution of the program and engagement with City staff. The City of Charleston is initiating this Request for Proposals (RFP) because of its current oversight of the Palmetto Artisan Program and a desire by all for improved relations between this longstanding tradition and today's business climate. This contract is structured as a one (1) year base agreement with the option for four (1) additional one-year extensions, contingent upon performance milestones and successful delivery of the Year 1 Redesign Proposal described herein.

Collaborations are encouraged by potential responders to create the most resourceful team.

Scope of Work

Palmetto Artisan Program

- Establish a program that supports youth entrepreneurs and places an emphasis on the significance of the Gullah Rose tradition.
- Root the PAP in youth development principles with metrics and an evaluation system with the goal of producing young entrepreneurs who are prepared to successfully pursue various career pathways.
- Meet with City staff to discuss program objectives and metrics.
- Provide developmentally appropriate curricula and opportunities for each age bracket.
- Beyond entrepreneurial training, create and execute a youth training program that could include the following: financial literacy training soft skill training, education around the history of the Gullah Palmetto Rose tradition. This component shall be treated as a program pillar — not supplemental content — and must be co-designed with authentic Gullah-Geechee community voices. The contractor shall document community partnerships supporting this component in all quarterly reports.
- Formalize a process for continued stakeholder input and involvement via advisory boards. Both the Community Advisory Committee and Youth Advisory Committee shall be structured to include the City of Charleston, Charleston Police Department and the Gullah-Geechee community.
 - Create Community Advisory Committee.
 - Create Youth Advisory Committee.
- Create a branding and marketing plan.
- Work with City staff Market management to maintain a booth on Market premises, and any additional selling areas.
- Schedule participants to work with adult supervision.
- Create and enforce a PAP code of conduct.
- Develop a mentorship component. Mentors must complete their background checks and are expected to meet with their mentees, preferably at the mentee's school and at points of sale (i.e., kiosks).

- Maintain positive relationships with market vendors and brick-and-mortar businesses in the Central Business District.
- Recruit participants by maintaining a presence in the Central Business District and developing relationships with youth selling Palmetto Roses without licenses.
- The contractor shall establish and report on a formal outreach strategy targeting unlicensed rose sellers throughout the peninsula and city. This strategy must include defined outreach targets, engagement methods, and a referral-to-enrollment pipeline.
- Procure and provide palmetto fronds to program participants.
- Represent the Palmetto Artisan Program in media inquiries.
- Create an incentive system for participants who go above and beyond.
- The city will work with the selected vendor to ensure that locations are available for the program participants during approved ‘selling’ days/hours in well-traveled areas.

Planning with City staff and Stakeholders

- The PAP program director will meet regularly with city staff and additional stakeholders to provide input and data to assist with crafting a response that would allow for the PAP, and potentially other city and community-based programs, to engage unlicensed youth who are actively selling roses. This may include avenues for participation in the PAP in future years, and/or connections to other city programs or community programs.
- This planning process would be city-led but active participation would be a requirement of the contract.
- The PAP Director will work with designated staff of the City of Charleston to reenvision PAP to engage a broader range of youth, including those at risk of delinquency, while preserving its cultural and entrepreneurial focus, providing input and data on the current participants and outreach efforts.
- Identify developmentally appropriate service pathways, engagement strategies, and partnerships needed to serve different age groups and goal areas (entrepreneurship, mentoring, prosocial engagement, intervention).

City of Charleston Responsibilities

- Facilitate the planning process for any future programmatic considerations.
- The Charleston Police Department Developer of Youth Outreach will work alongside the contractor on unlicensed seller engagement and intervention referrals.
- Ensure the Community Advisory Committee and Youth Advisory Committee maintain a relationship with the City, independent of the contractor, so that their institutional knowledge persists across vendor transitions.
- Work with the program manager to ensure that the locations at which youth can sell are lucrative options.
- Work with the program manager to identify training locations within the city of Charleston.
- Work with the program manager to expand selling options as deemed appropriate.

Required Documentation

1. Description of the agency indicating the agency’s mission statement, the agency’s composition, and their size; location of the head and branch offices where the work will be managed.

2. Information regarding previous relevant projects, team members involved, references, and financial viability related to the management services. Length of time the agency has been in the youth business field or related management business, the qualifications and experience of key personnel who will work on this project and the length of time each staff member has been employed; also, the percent of time each staff member will be involved.
3. General proposal for management and financial proforma including a general budget. The proposal shall include preliminary proposals for program management including a proforma for operation for 2 years.
4. Current financial information, e.g. annual reports and audited financial reports for the last three (3) years.

ATTACHMENTS

Appendix A –Palmetto Artisan Program

Appendix B – Rules and Regulations for the Palmetto Artisan Program

Palmetto Artisan Program Description

The mission of the Palmetto Artisan Program is to offer entrepreneurial skills and development opportunities for youth to sell their art while serving as a complementary activity to the community and tourism market.

The program operates Friday after school until 8pm and 8am-8pm Saturday and Sunday during the school year. During holidays and school breaks, the program operates 7 days a week from 10 am-8 pm. The program does not operate during the school year Monday thru Thursday.

Youth between the ages of 9-18 who are currently enrolled in school may apply and must attend an initial training camp or program within 1 month of being enrolled. The training program will orient youth to the Palmetto Artisan Program, offering a complete overview of its purpose and the rules and regulations required to be a Palmetto Artisan. The training program will be on-going and will provide training on customer service, business practices, and related soft skills.

Qualifying youth must fill out a program application, and the parent or legal guardian must sign their child's application form giving their permission for them to enroll. All applicants will undergo a background check performed by the Charleston Police Department prior to acceptance. Adult supervisors rotate through selling locations to assist youth, provide supplies and address any issues.

Rules and Regulations for the Palmetto Artisans Program

Friday hours:	Afterschool-8pm
Weekend/Holiday hours:	8am-8pm
Summer hours:	Everyday 8am-8pm

1. Palmetto Artisans must wear the Program uniform and their badge when selling.
2. Palmetto Artisans will display a customer friendly manner and be polite, respectful and professional to customers, program staff, city staff, and police officers.
3. Palmetto Artisans will only sell roses during approved days/hours at approved locations.
4. Palmetto Artisans will abide by city regulations and ordinances and will not block sidewalks, streets, storefronts, or any public spaces with bikes or by standing around in large groups.
5. Palmetto Artisans will keep the city clean by not littering.
6. Palmetto Artisans will not trespass on private or public property to cut strips/stalks and do not carry knives, cutting tools or weapons of any kind, other than any approved city and program approved items needed for the on-site preparing of roses.
7. Any program participant found to have used or be in possession of drugs, alcohol, cigarettes, vaping tools, or any other drugs or drug paraphernalia will be removed from the program.
8. Palmetto Artisans will only sell roses at approved locations. Currently, the approved locations are kiosks located at the Aquarium Warf, The Custom House, The Market and Waterfront Park.
9. Palmetto Artisans are not permitted to peddle (walk) and sell.
10. Violations of the above rules and regulations will be handled by the program director in coordination with city staff and police as needed. Any violation may result in a temporary or permanent suspension from the program.

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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

NO PROPOSAL RESPONSE FORM

Proposal Number: 26-P012R Proposals will be received until: July 10, 2026 @ 12:30pm	
Proposal Title: Palmetto Artisan Program Management	
Mailing Date: June 16, 2026	Direct Inquiries to: Robin B. Robinson
Vendor Name:	FEIN/SS#:
Vendor Address:	
City – State – Zip:	
Telephone Number:	Fax Number:
Authorized Signature: _____	Title: _____
Date: _____	
<small>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 sent in if not sending in a submission.</small>	

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 four (4) 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.

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

City of Charleston

Small Business Enterprise (SBE) Compliance Provisions

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined small business enterprise (SBE) participation for this project.

Definitions:

SBE is defined as a small business owned and controlled by a small business owner

This means that fifty-one percent (51%) of the business must be owned by the small business owner and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston’s contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified small business enterprises can be found on the City of Charleston’s website, <https://charleston-sc.gov/2894/Small-Business-Enterprise-Office>; or by contacting Ruth Jordan, SBE Manager, 91 Hanover St., Ste 109, Charleston, SC 29403, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal**, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

Affidavit A - Listing of the Good Faith Effort & Identification of Small Business Enterprises Participation as certification that efforts were made to use SBE businesses on this project,

AND

Affidavit B – Work to be Performed by SBE Firms

OR

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

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the SBE 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, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each SBE subcontractor before final payment is processed.

Name of Company: _____

Signature

Print Name

Title

Date

Attest: _____

AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____
(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted SBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, 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 SBE 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 SBE 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 SBE participation.
- 5. Attended pre-solicitation meetings scheduled by the City.
- 6. Provided SBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- 7. Negotiated in good faith with interested SBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a small business enterprises based on lack of qualifications shall include reasons for rejection documented in writing.)***
- 8. Provided SBEs with assistance in need of 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 SBEs in obtaining the same unit pricing with the Offeror's suppliers to help such businesses in establishing credit.
- 9. Provided training or mentoring to at least two (2) SBEs 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 SBEs in order to increase opportunities for small business participation.
- 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

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

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror 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 Small Business Enterprise Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following small business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Small Business Enterprise Firm Name and Contact	Small Business Enterprise Firm Name and Contact
SBE Firm Telephone Number _____ SBE Firm Email _____ SBE Certification Number _____ Firm Address _____	SBE Firm Telephone Number _____ SBE Firm E-Mail _____ SBE Certification Number _____ Firm Address _____ _____
2. Small Business Enterprise Name and Contact	Small Business Enterprise Firm Name and Contact
SBE Firm Telephone Number _____ SBE Firm E-mail _____ SBE Certification Number _____ Firm Address _____	SBE Firm Telephone Number _____ SBE Firm E-mail _____ SBE Certification Number _____ Firm Address _____ _____
Small Business Enterprise Firm Name and Contact	Small Business Enterprise Firm Name and Contact
SBE Firm Telephone Number _____ SBE Firm E-mail _____ SBE Certification Number _____ Firm Address _____	SBE Firm Telephone Number _____ SBE Firm E-mail _____ SBE Certification Number _____ Firm Address _____ _____

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

Date: _____ Name of Authorized Officer (Print/Type): _____

Sworn to before me this ____ day of _____, 20__.

Signature: _____

Notary Public for the State of _____

Title: _____

My Commission Expires: _____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina Work to be Performed by Minority Businesses

Affidavit of _____, I hereby certify that on the _____
(Name of Offeror)
_____, 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 business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	<u>E-mail</u>	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total SBE Participation: _____ % \$ _____

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our 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 Offeror)

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 Offeror states that the Offeror 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 Offeror agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: _____ Name of Authorized Officer (Print/Type): _____

Signature: _____

Title: _____

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

Notary Seal:

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. *(If Applicable)*

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
2 George Street, Suite 3600
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, 2 George Street, Suite 3600 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, 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 straightforward, 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: <https://www.charleston-sc.gov/Bids.aspx?CatID=17>, Procurement Bids.
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, 2 George Street, Suite 3600, 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, <https://www.charleston-sc.gov/Bids.aspx?CatID=17>, Procurement Bids. 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, 2 George Street, Suite 3600 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 certificate(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 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 to the City's Director of Procurement, 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, or sexual orientation. 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.

63. WAIVER

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

64. RESPONSE PERIOD

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

65. CONTRACT TERMS

The initial term of the Agreement shall be for one (1) 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

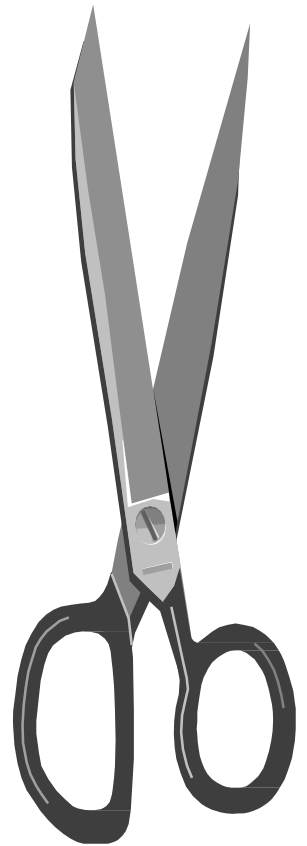
SEALED BID NO.: **26-P012R**

BID TITLE: **Palmetto Artisan Program**

DUE DATE/TIME: **July 10, 2026 @ 12:30pm**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: City of Charleston
Procurement Division
2 George Street, Suite 3600
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 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.