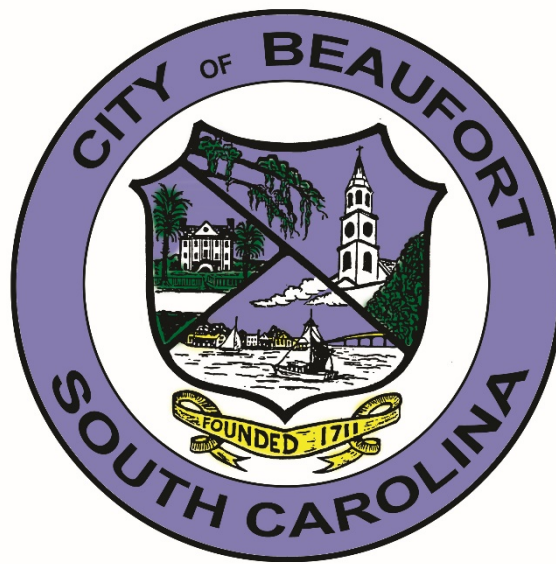


CITY OF BEAUFORT, SC

REQUEST FOR PROPOSAL  
RFP NO. 2023-109



CITY OF BEAUFORT  
CITY ATTORNEY LEGAL SERVICES  
DUE: JUNE 9, 2023 by 4:00 PM

**REQUEST FOR PROPOSAL  
CITY ATTORNEY LEGAL SERVICES  
RFP NO. 2023-109**

**Part I**

**GENERAL INFORMATION**

**SEALED PROPOSALS** will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **4:00 P.M. ET Friday, June 9, 2023**. All qualified vendors are invited to submit proposals to the City of Beaufort for the following:

**SUBMIT:** Law firms or individuals interested in submitting proposal for City Attorney shall submit eight (8) complete copies of the proposal along with a proposed contractual agreement, in a sealed envelope bearing the caption, "City Attorney Proposal" on or before **4:00 P.M. ET Friday, June 9, 2023**.

**ADDRESS TO:** City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Kay McIntyre

**MAILING ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**OFFICE ADDRESS:** 1911 Boundary St., Beaufort, South Carolina 29902

**MARK OUTSIDE ENVELOPE:** "RFP NO. 2023-109 – CITY ATTORNEY PROPOSAL - ATTN: KAY MCINTYRE"

Timeline for this Request for Proposal:

|                                |                            |
|--------------------------------|----------------------------|
| Proposal Due Date              | June 9, 2023 (4:00 pm)     |
| Review of Proposals            | June 12 – June 16, 2023    |
| Interviews                     | Week of June 19 – 23, 2023 |
| City Council Makes Appointment | On or about June 27, 2023  |

**DEADLINE ENFORCED**

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

## **CONTACT INFORMATION**

Written questions about this RFP may be sent by e-mail to [kmcintyre@cityofbeaufort.org](mailto:kmcintyre@cityofbeaufort.org) prior to the submission deadline. Responses will be shared with all interested responders to the RFP.

The City will not reimburse any expenses incurred by the firm submitting a response including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

The City Council reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council.

## **Proprietary and/or Confidential Information**

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

This Request for Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email contact information listed above.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal may be accessed on the City of Beaufort website under Quick Links – “Bid Opportunities” at [www.cityofbeaufort.org](http://www.cityofbeaufort.org).

All Offerors should consult this website for updates before submitting bids.

**THE DEADLINE FOR QUESTIONS IS: 5:00 P.M., MAY 26, 2023. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 5:00 PM ON JUNE 2, 2023.**

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

### **Compliance with the South Carolina Illegal Immigration Reform Act**

Any Company entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Company intends to verify any new employees' status, and require any sub-consultants performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

### **POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES**

#### **Intent**

Business vendors owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist minority and woman owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

#### **Goal for Participation**

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Company to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

#### **Required Forms**

Law firms or individuals submitting proposals are required to include completed forms that are found in the General Terms and Conditions Section on City Website <https://www.cityofbeaufort.org/166/General-Terms-Conditions>.

City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

**Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.**

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

**Part II**

**REQUIREMENTS AND TERMS**

**I. INTRODUCTION**

The Beaufort City Council invites interested law firms and individual attorneys to submit written proposals to provide City Attorney services to the City. As City Attorney, the selected law firm or attorney will be expected to provide a wide range of legal services required by a municipality and must be a member of the South Carolina Bar Association. The City Attorney will be selected by the City Council and will work closely with the City Manager and other City staff as well as with City Council.

The City Attorney is expected to establish, develop, and maintain a close and trusted relationship with the Council and City Manager. The City Council believes this is critical to the success of the City. The City Council typically meets on the second and fourth Tuesday of each month at 7:00 pm in the City Council Chambers at City Hall, 1911 Boundary Street, Beaufort, SC. Due to holidays and other such occurrence, the Council meetings are occasionally changed to different days.

**II. BACKGROUND**

The City provides a wide array of services including public works, parks, police, planning and zoning, economic development, redevelopment, and fire services. The City has a current annual operating budget of approximately \$30 million with 170 full time employees. The City belongs to an insurance pool comprised of numerous cities and is operated by the State Fiscal Accountability Authority.

**III. TERM**

The City Council recently established a schedule for solicitation of RFPs for all professional services. Solicitation for City Attorney services will be conducted every two years. This contract will commence on the date the agreement is approved and awarded by City Council.

#### IV. **BASIC SERVICES REQUESTED**

Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of “general counsel” work, and shall include, but is not necessarily limited to the following:

- Routine legal advice, telephone and personal consultations with the City Council, City Manager or other staff and authorized representatives, as needed.
- Assistance in the preparation and review of ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds, and other documents required by the City.
- Legal advice and opinions concerning legal matters that affect the City.
- Legal work pertaining to property acquisitions, property disposals, public improvements, etc.
- Legal work pertaining to Developer Contracts, Planned Unit Developments, Plats, etc. as required by the City Zoning Ordinance.
- Representation of the City in litigious matters, to include mediations, tort liability complaints and court trials with subsequent appeal actions.
- The City may engage the services of a separate Municipal prosecutor who will work directly with the police department and the Municipal Court and its personnel. This position provides legal counsel to all prosecuting held in Municipal or Bond Court.
- When needed, the City may also engage in the services of other specialized counsel for matters concerning labor law and municipal bonding with the expectation that the City Attorney will work in conjunction with such counsel.

#### V. **KNOWLEDGE, SKILLS, AND ABILITY**

All potential offerors must possess the following:

- Credentials, to include education and professional affiliations.
- Description of knowledge of, and experience with S.C. Municipal Law or other public sector experience.
- Litigation experience.
- Knowledge and practice of law relating to land use and planning, environmental law, risk management, general plans, real estate, tort liability and any other areas of specialization.
- Experience with contracts.
- Experience with personnel, disability law rights and obligations, workers’ compensation, employee relations and negotiations and employee discrimination claims.
- Experience in the preparation and review of ordinances and resolutions.  
Office locations and accessibility to the City.

## VI. COMPENSATION

City Attorney-firms desiring to be considered for City Attorney services may indicate a monthly retainer amount and describe any services that would be outside the retainer. For services outside the retainer, indicate the hourly rate for City Attorney and other attorneys and support staff that may be working on City business. Alternatively, firms may propose hourly rates for **all** services.

All firms must describe in their proposal how they intend to provide legal services, either on a retainer or hourly rate basis. For retainer purposes, the following general legal matters are considered under the retainer:

- Attendance at City Council and commission meetings, including special meetings as needed (generally only when requested).
- General advice relating to personnel (interpret and advise with respect to municipal employment matters including, but not limited to PEBA, personnel policy, FLSA, Veterans' Preference, workers compensation and unemployment compensation).
- Phone calls and meetings with staff.
- Review and provide advice on ordinances, resolutions, and correspondence.
- Review Council agendas, Council packets, and minutes as needed.
- Review and comment on municipal contracts such as contracts for public improvements, joint powers, construction, purchase of equipment, etc.
- Provide legal opinions on open meeting law and data practice issues.
- Parliamentary procedure.
- New legislation affecting municipal operations.
- Review certificate of insurance, performance bonds, and other legal documents related to contracting.
- Review and comment on permits and documents for easements, ROW vacation or acquisition, development agreements, subdivision or zoning code violations, and conditional use permits or violations.

If hourly rate billing is preferred over the monthly retainer, then state the hourly rates for the designated City Attorney and associates for general work and for special services such as litigation.

Define the type and unit rates for reimbursement for expense such as mileage, reproduction of documents, faxed documents, and word processing charges. Firms shall indicate the minimum increments of time billed for each service including phone calls, correspondence, and personal conferences.

The City requires monthly billing statements which:

- Itemize the date of services
- Identify the personnel providing the services
- List the time spent
- Provide a detailed description of the services performed
- State the fees for those services
- Organize billing based on activity and City contact
- For activities spanning multiple billing periods, a project-to-date summary is requested
- Summarized monthly and annual costs by type of activity

VII. **INSURANCE**

The contract will require that the law firm selected maintain general liability, automobile, worker's compensation, and errors and omissions insurance.

VIII. **ADDITIONAL CONTRACT TERMS**

The contract will also contain provisions requiring the selected law firm to indemnify the City and provide that the City Attorney is an independent contractor serving at the will of the City Council. Other required provisions will include the City Council's right to terminate the agreement, at its sole discretion, upon the provision of notice.



## PART III

### Submission Requirements

#### I. RESPONSE TO THIS REQUEST FOR PROPOSAL MUST INCLUDE THE FOLLOWING:

- a) The proposal must include the items specifically enumerated in Part III, section II, a-d. In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a Respondent's profile or brochure.

#### II. Proposal Development

- a) **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will be considered non-responsive and disqualified.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the Proposer.

- b) **Proposal format:** The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional proposals, past experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

In order to be considered for selection, respondent proposers shall submit a proposal that addresses each of the following criteria and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP.

i) **Transmittal Letter**

A transmittal letter must be submitted with a Proposer's proposal which shall include:

- (1) The RFP subject and RFP number in which Proposer is submitting.
- (2) Name of the Proposer responding, including mailing address, e-mail address, telephone number, and names of contact person.
- (3) The name of the person or persons authorized to make representations on behalf of the Proposer, binding the vendor to a contract.
- (4) Prepare an executive summary stating the Proposer's understanding of this proposal including an affirmative statement that Proposer will provide the necessary resources to provide the highest level of service to the City, its residents, patrons, and visitors. Include any general information the proposer wishes the City to consider about the proposal.

ii) **Proposer's Work History and References**

- (1) Provide references from three clients for whom the facilitator has recently (within last two years) conducted legal services. Information on this list shall include the following for each location:
  - a. Service location
  - b. Name and contact information for a reference with knowledge of the respondent's work at the specified location
  - c. Dates services were provided
  - d. Summary of Scope of Services provided
  - e. Explain the reasons, if any, that your company's agreements for providing legal services were cancelled or terminated early.

i) **Approach to Scope of Work**

- 1) Describe the nature of your practice or your law firm's practice and your qualifications for providing City Attorney services.
- 2) Include a professional chronology for the individual who will be designated to serve as City Attorney as well as for others who you anticipate being involved with providing legal services to the City.
- 3) Describe how you would structure the working relationship between the City Attorney and the City council, City Manager, Department Directors, and other staff members.
- 4) Define the standard time frames for response by the City Attorney to direction and/or inquiry from the City council, or City Manager.
- 5) Describe the system that would be established for monthly reporting or the status of projects, requests, and litigation.
- 6) Describe your computer resources. The City will require compatibility with Microsoft Word for Windows, as well as the maintenance of Internet service, such as email and files can be transmitted between City staff and the City Attorney.

ii) **Pricing**

- 1) Please see the "Compensation" section referenced in Scope of Services, Part II, section VI. Firms may indicate a monthly retainer amount and describe any services that would be outside the retainer. For services outside the retainer, indicate the hourly rate for City Attorney and other attorneys and support staff that may be working on City business. Alternatively, firms may propose hourly rates for **all** services. Describe how the firm intends to provide legal services, either on a retainer or hourly rate basis.

c. **Other Information to Provide**

- (i) Other information and materials which the proposer wishes to submit in support of his proposal, qualifications, etc.
- (ii) List all public clients for whom you or your firm currently provides services under a fee for services basis or on a retainer basis. Identity any foreseeable or potential conflicts of interest that could result from such representation and the way you would propose to resolve such conflicts.

**d. Required Forms:**

- (i) Proposals must include the required forms.
  - 1. Certificates of Insurance showing present coverage as described in the “Insurance” sections of General Terms and Conditions.
  - 2. Part V – Exhibit “A” Scope of Work
  - 3. Ethics in Public Contracting Certification
  - 4. Non-Collusion Affidavit
  - 5. Small / Woman-Owned / Minority Business Enterprise Form
  - 6. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
  - 7. RFP Signature page (must be signed in ink)

## PART IV

### Award Criteria

It is the City's intent to contract with one Proposer to provide City Attorney services as detailed herein. Proposals will be screened, and the top candidates will be selected by the City Manager and a subcommittee appointed by the City Council. The City Council will interview the candidates recommended by the subcommittee.

The City Council will hold interviews with Proposers the week of June 19-23, 2023. The City reserves the right to accept or reject any and all bids that is in the best interest of the City. The scoring of the proposals by the City's RFP Evaluation Committee shall be based on the respondent's qualifications including, but not limited to the following:

1) **Professional Qualifications and Experience (maximum 25 points)**

Proposals will be evaluated for the firm's pertinent qualifications and experience.

2) **Proposed Methodology and Scope of Work compliance (maximum 20 points)**

Proposals will be evaluated based on the stated approach to the work, the detailed organization of tasks, schedules to implement the approach, and demonstrated understanding of the requirements of the City of Beaufort.

3) **Cost effectiveness and reasonableness of Offeror's proposed pricing of Services (20 points)**

Proposals will be evaluated based on pricing format as well as amount proposed. Please see "Compensation" section referenced in Scope of Services, Part II, section VI.

4) **Quality and Satisfaction of reference responses (20 points)**

Reference responses for selected proposers will be evaluated and considered as evidence of past performance.

5) **Quality of the sample work provided. (15 points)**

Sample work will be evaluated and considered as a demonstration of performance expectation.

The City will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the lowest responsible bidder. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate.

**Lowest responsible bidder.** Contracts shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the City shall consider:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (d) The quality of performance of previous contracts or services.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract.
- (i) The number and scope of conditions attached to the bid.

The City Council will interview Proposers responding to this RFP the week of June 19 – 23, 2023. The City reserves the right to request and obtain, from one or more Proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

**PART V**

**Additional Documents**

RFP NO. \_\_\_\_\_

EXHIBIT     A    

**NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK**

(Proposals should respond to the Scope of Work point by point by numeric reference.)

CITY OF BEAUFORT  
SOUTH CAROLINA  
RFP SIGNATURE PAGE  
RFP NO. 2023-109

PROPOSER'S NAME: \_\_\_\_\_

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

**Proposer** warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

**The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.**

Proposer has examined copies of all documents and of the following addenda (if applicable):

| Addendum No. | Date  |
|--------------|-------|
| _____        | _____ |
| _____        | _____ |
| _____        | _____ |

Address: Post Office Box: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street: \_\_\_\_\_ Zip: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

\*Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.**

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



**ETHICS IN PUBLIC CONTRACTING AFFIDAVIT**

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY/BUSINESS

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_\_

ITS: \_\_\_\_\_  
TITLE

Notary Public for \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER**

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

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, company or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, company or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposal, or to fix any overhead, profit or cost element of the bid price or the bid price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Beaufort, SC or any person interested in the proposed contract.

\_\_\_\_\_  
(signed)  
\_\_\_\_\_  
(title)

SWORN to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

Notary Public for \_\_\_\_\_(state)  
My commission expires: \_\_\_\_\_  
By: \_\_\_\_\_  
(signature)

| <b>SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM</b>  |  |
|---|--|
| <b>YOUR COMPANY'S CURRENT STATUS</b>  | <b>SUPPLIER BUSINESS CLASSIFICATIONS</b>   |
| <p>Is this a small business?</p> <p>Yes      No</p>   | <p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>        |
| <p>Is this a woman-owned business?</p> <p>Yes    No</p>   | <p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>   |
| <p>Is this a minority-owned business?</p> <p>Yes      No</p> <p>If Yes, please indicate minority group:<br/> <input type="checkbox"/> Asian American    <input type="checkbox"/> Black American<br/> <input type="checkbox"/> Hispanic American    <input type="checkbox"/> Native American</p> | <p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p> |
| <p>Is this a disabled-owned business?</p> <p>Yes      No</p>  | <p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>  |
| <p>Is this a veteran-owned business?</p> <p>Yes      No</p>   | <p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>   |
| <p>Is this a disabled veteran-owned business?</p> <p>Yes      No</p>  | <p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>  |
| <p>Are the individuals who own, control and operate this business U.S. citizens?</p>  | <p>Yes    No</p>   |
| <p>Is this business a non-profit organization?</p>  | <p>Yes    No</p>   |
| <p>Is this business incorporated?</p>   | <p>Yes    No</p>   |

