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Executive Director

Charleston County Public Library
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REQUEST FOR PROPOSALS
No. 2011-AUG
Consulting Services to
Develop Strategic Plan

New Minority/Women-Owned/Disadvantaged Business Enterprise (MWDBE) Compliance Provisions

Charleston County Council has adopted a policy setting 10% as the guideline for minority/women-owned/disadvantaged business enterprise participation in all County contracts.

The guidelines for participation in County 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. To obtain a list of certified minority and women-owned firms, please contact Barrett J. Tolbert at (843) 958-4761.

The new Compliance Documents are located in "Attachment E, Sample Forms." These documents **must** be completed and returned with your response/bid.

Failure to do so could cause your response to be deemed non-responsive.

REQUEST FOR PROPOSALS (RFP)
GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

There is no expressed or implied obligation for Charleston County Public Library (CCPL) to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

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

The terms and conditions in this RFP shall prevail unless otherwise modified by CCPL in an Addendum to this RFP. CCPL reserves the right to reject, in whole or in part, any proposal that does not comply with such terms and conditions.

Charleston County Public Library 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 firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between CCPL and the firm selected.

2. PREPARATION OF PROPOSAL

- A. All proposals should be complete and carefully worded and must convey all of the information requested by the Library. If errors or exceptions are found in the Offeror's proposal, or if the proposal fails to conform to the requirements of the RFP, the Library will be the sole judge as to whether that variance is significant enough to reject the proposal.
- B. 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 Library's internal use. The Library reserves the right to reproduce proposals for internal use in the evaluation process.
- C. All proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the RFP.
- D. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- E. In addition to a transmittal letter, the Non-Collusion Oath must be signed by a principal of the firm or an officer of the corporation duly authorized to bind the corporation.

- F. If any proposal includes any comment(s) over and above the specific information requested in this RFP such comment(s) must be included as a separate appendix to such proposal.
- G. 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 Library.
- H. Proposals must be made in the official name of the individual, firm, or corporation 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 business entity submitting the proposal.
- I. Submittals shall be typewritten or computer generated. It shall include, but is not limited to, addresses of all firms, which would participate in the proposed services. The type of organization of the Offeror, whether individual, partnership, corporation, or joint venture among any types of entities shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities must be fully disclosed and clearly explained.
- J. The Library prefers a single, qualified company or entity to be responsible for providing services described herein. Therefore, any one proposal submitted in response to this RFP by more than one business entity will be deemed to be a proposal for a joint venture between or among the companies so submitting unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firms' contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the project in its entirety, and will not be permitted to limit their liability, individual or collective, to the Library. This provision may be waived if a solution is agreed upon whereby the Library will have a single source for contract complaints, problem resolution and responsibility.

3. **NON-COLLUSION OATH**

Every Proposal must be accompanied by a notarized affidavit of non-collusion, executed by the Offeror or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

4. **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.
- C. Violation of this clause may result in contract termination.

5. **COMPETITIVE PROCUREMENT**

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

6. **ADDENDA/CHANGES**

Any additions, deletions, modifications, or changes made to this RFP shall be processed through the Library's Procurement Manager. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this RFP.

Requests for interpretation of this RFP and any other questions concerning the RFP shall be made in writing, and addressed to the Procurement Manager, 68 Calhoun Street, Charleston, South Carolina 29401. **Questions may be transmitted by fax; but it shall be the responsibility of the sender to confirm receipt by the Library.**

These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the Procurement Manager. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the RFP, which will be mailed to each firm to which these RFP documents have been issued. In the event that there is insufficient time to mail addenda to Offerors, then said addenda shall be faxed to Offerors. All such addenda shall become part of the RFP and each Offeror shall be bound by such addenda whether or not received by the Offeror.

7. **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFP, which is deemed privileged and confidential by the Offeror, will also not be disclosed after the award. Such privileged and confidential information includes information, which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "**CONFIDENTIAL**" each specific part of their proposal, which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "**EXEMPT FROM FREEDOM OF INFORMATION ACT**" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. *Do not mark the entire proposal as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the Library pursuant to applicable law.* Charleston County Public Library hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act; for any information which is disclosed as a result of Offeror's failure to visibly mark it as "**CONFIDENTIAL**"; and for any results of an independent verification of confidentiality necessitated by the marking of an entire proposal as confidential or exempt from disclosure.

8. **OWNERSHIP OF DOCUMENTS**

All proposals and supporting materials (including all data, material, and documentation originated and prepared for the Library pursuant to this RFP and including correspondence relating to this RFP) shall, upon delivery to the Library, become the property of Charleston County Public Library.

9. **SELECTION PROCESS**

- A. A selection committee will review and analyze all submittals in order to rate the firms. The selection shall be made in order of preference, based on the criteria included in this RFP.
- B. Charleston County Public Library may request oral presentations or discussions with any or all Offerors for the purpose of clarification or to amplify the material presented in any part of the proposal. However, Offerors are cautioned that this provision is not mandatory; therefore, all proposals, both cost and technical, should be complete and concise and reflect the most favorable terms available from the Offeror.
- C. Any or all submittals may be rejected in whole or in part as may be specified in this RFP, when it is in the best interest of the Library.
- D. During the review process, the Library may request additional financial information from all Offerors.

- E. Charleston County Public Library shall select the firm submitting the best overall proposal on terms, which are considered to be fair and reasonable to the Library.

10. AWARD

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Library, taking into consideration the evaluation factors set forth in this RFP.

11. NOTICE OF AWARD OF CONTRACT

- A. The successful Offeror will be notified of acceptance of its Proposal by a written Notice of Award of contract. Successful Offeror shall not undertake any work, and Library will not be responsible for payment for any work whatsoever undertaken by successful Offeror prior to issuance of the Notice to Proceed.
- B. The successful Offeror shall be required to execute a formal contract at the Library's offices in Charleston, South Carolina within five (5) calendar days after the issuance of a Notice of Award.

12. CONTRACT DOCUMENT

Said contract shall be virtually identical in substance and form to the contract, which is, attached Attachment D. The only anticipated changes in Attachment D will be to include additional exhibits, to fill in the blanks to identify the Offeror, and terms relating to his compensation, or to revise the contract to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Offerors should raise any questions regarding the terms of the contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions.** Because the signed contract will be substantively and substantially derived from Attachment D, Offeror is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment D before submitting a proposal. Again, Attachment D contains important legal provisions and is considered part and parcel of this RFP. Failure or refusal to sign aforesaid contract shall be grounds for the Library to revoke any Notice of Award, which has been issued, forfeit bid security, and award the contract to another Offeror.

13. NOTICE TO PROCEED

A Notice to Proceed will be issued only after the successful Offeror has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the Library, as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Offeror shall not deliver any equipment to the work site or commence work until it has received a written Notice to Proceed from the Executive Director.

14. **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 will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if Library receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, (See Attachment E, Sample Forms), such withholding shall cease.
- C. Contractor shall calculate that portion of the contract, which is subject to the six and one half percent (6.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the Library will withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes Library with a valid South Carolina Use Tax Registration Certificate Number.
- D. Contractor shall indemnify and hold harmless the Library for any loss, cost, or expense incurred by, levied upon or billed to the Library as a result of Contractor's failure to pay any tax of any type due in connection with this Agreement.

15. **PERMITS AND LICENSES**

- A. Permits shall be acquired and paid for by the successful Offeror (i.e. said cost should be included in the proposal price).
- B. If required, prior to execution of a contract, the successful Offeror will be required to provide a copy of its current applicable contractor's license issued by the State of South Carolina and the County of Charleston on all Proposals, including those subcontractors subject to licensing which may be required on the Proposal Form.
- C. Both Offerors and Subcontractors are responsible at all times for obtaining applicable licenses to include but not limited to appropriate Business Licenses. Contractor's License Number, Person's Name, and Business Name must all be shown on all required licenses.

16. **OFFEROR REPRESENTATIONS**

Each Offeror by submitting a proposal represents that:

- A. The Offeror has read and understands this RFP (including all Specifications and Attachments) and that his proposal is made in accordance therewith.

- B. The Offeror has reviewed the RFP, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The proposal is based on the terms, materials, systems and equipment required by this RFP, without exception.
- D. The Offeror is qualified to provide the services and equipment required under this RFP and, if awarded the contract, will do so in a professional, timely manner using successful Offeror's best skill and attention.

17. 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 RFP and provided by the successful Offeror are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, 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 successful Offeror shall furnish to the Library 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 successful Offeror contemplates incorporating in the Work. When required by this Contract or when called for by the Library the successful Offeror 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 will be deemed to have represented that its staff is knowledgeable about and experienced in performing the Work required in this RFP and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.
- C. The Library may, in writing, require the successful Offeror to remove from the Work any employee the Library deems incompetent, careless or otherwise objectionable.

18. INDEPENDENT CONTRACTOR

Offeror is an independent contractor and shall not be deemed the agent or employee of the County of Charleston for any purpose whatsoever. See Attachment D for other terms relating to Independent Contractor status.

19. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Offeror shall provide to the Procurement Manager a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.
- B. The successful Offeror shall not substitute other subcontractors without the written consent of the Library.
- C. The successful Offeror shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Offeror. Responsibilities include, but are not limited to, compliance with applicable licensing regulations.
- D. If at any time the Library determines that any subcontractor is incompetent or undesirable, the Library shall notify the successful Offeror accordingly, and the successful Offeror shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this RFP shall create any contractual relationship between any subcontractor and the Charleston County Public Library.
- F. It shall be the successful Offeror's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

20. OTHER CONTRACTS

The Charleston County Public Library may undertake or award other contracts for additional work, and may elect to complete portions of the work included in this proposal using its own forces or through other contracts, and the successful Offeror shall fully cooperate with such other contractors and Charleston County Public Library employees and carefully fit its own work to such work as may be directed by the Library. The successful Offeror shall not commit or permit any act by its forces or subcontractors, which will interfere with the performance of work by any other contractor or by County of Charleston employees.

21. INSURANCE REQUIREMENTS

The successful Offeror, at his own expense, shall keep in force and at all times maintain during the term of any contract resulting from this RFP the insurance requirements outlined in Attachment E, Sample Forms, Insurance Requirements, page 54.

The successful Offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Library no later than at the execution of the contract. The Library reserves the right to receive any additional documentation or information verifying insurance coverage as the Library deems necessary. The Library may contact the successful Offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

Faxed Insurance Certificate(s) and Endorsement(s) will be accepted if the original documents are received within one (1) calendar day after receipt of the fax transmittals.

The Library must be advised immediately of any changes in required coverages.

22. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Library, the Contractor hereby expressly agrees to indemnify and hold the Library harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows: The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Library and its employees or by any member of the public, to indemnify and save the Library and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Work, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the Library. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the Library and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including, without limitation, any employee of any subcontractor), the Library employees, the employees of any other independent contractors, or occurring to any member of the public. When the Library 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.

23. SUSPENSION OF WORK

The Library may order the successful Offeror in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the Library may determine to be appropriate for the convenience of the Charleston County Public Library, or for noncompliance with the contract requirements. See Attachment D, for other terms relating to suspension of work.

24. TERMINATION FOR CONVENIENCE OF THE CHARLESTON COUNTY PUBLIC LIBRARY

The Procurement Manager by written notice may terminate any contract resulting from this RFP, in whole or in part, when it is in the best interest of the Charleston County Public Library, or for noncompliance with the contract requirements. See Attachment D, for other terms relating to Termination.

25. CONTRACTOR USE OF SITE AND PREMISES

A. Successful Offeror shall cooperate with and accommodate related work performed by the Library, or any work performed under separate contract by another contractor or subcontractor, on site during the contract period. It shall be the successful Offeror's responsibility to coordinate its work on site.

B. All work shall be coordinated through the Library's authorized representative.

26. NON-DISCRIMINATION

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

27. DRUG-FREE WORKPLACE

Contractor shall comply with the South Carolina Drug-Free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended). See Attachment E.

28. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of General and Mechanical Contractors) shall be binding upon the successful Offeror throughout the pendency of this Project. The successful Offeror shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the Library harmless and indemnify same in the event of non-compliance.

29. INCORPORATION BY REFERENCE

The contents of this Request For Proposals, including all drawings, Attachments, specifications, and any addenda, will become part of the contract for this Project.

ATTACHMENT A

SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS

1. GENERAL DESCRIPTION OF SERVICES:

The Charleston County Public Library (CCPL) is issuing this Request for Proposal (RFP) in order to obtain consulting services from a qualified consulting firm to develop an all-inclusive, flexible five (5)-year strategic plan that meets CCPL system user needs. The plan should address every aspect of the operations of the Library system, including the following: programs, services offered, facilities, staffing, public relations, marketing and fundraising.

2. OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors shall submit documentation with their proposal indicating compliance with the minimum qualifications. Failure to include any of the required documentation may be cause for proposal to be deemed non-responsive and rejected. The following criteria shall be met in order to be eligible for this contract:

The offeror must have at least five (5) years experience in providing Library consulting services. In addition, the offeror must have developed at least two (2) strategic plans for a public Library entity similar in size to the Charleston County Library System. Offeror shall refer to Attachment C for background information on CCPL.

3. WRITTEN QUESTIONS DEADLINE:

Offeror may ask procedural questions seeking clarification of the submittal process orally. However, substantive questions involving issues such as the scope of work, contract terms, etc. should be submitted in writing. ***The deadline for written questions is 3:00 P.M., Thursday, November 18, 2010.*** Written questions should be mailed, faxed, or hand delivered to the Procurement Department.

Substantive requests for information received prior to the deadline for questions may be responded to in writing by the Library in the form of an addendum to this RFP. If a Respondent finds any inconsistency in this RFP, the Respondent should contact the Library for resolution of the issue. Any clarification given may become an addendum.

4. PROPOSAL SUBMITTAL DEADLINE:

EVENT	DATE
Issue RFP	10/18/2010
Pre-Proposal Conference	11/16/2010
Last Day to submit questions	11/18/2010
Proposals Due	12/01/2010
Evaluation Period	12/01/2010-12/17/2010
Interviews	01/03/2011-01/31/2011
Contract Award	01/31/2011
Project Completed	06/15/2011

5. EVALUATION OF PROPOSALS: SELECTION FACTORS

The Library will award a contract to the responsible proposer whose offer conforms to the requirements of the Request for Proposals (RFP) and provides the Library with the most advantageous proposal (best value) to the Charleston County Public Library, price and other factors considered.

Representatives of the Library will evaluate individual proposals. Any firm determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further.

A selection committee will evaluate each proposal and rank each firm on the basis of the following criteria. The Library reserves the right to request a limited number of firms to appear for oral interviews in order to further evaluate qualifications. Firms will be evaluated based on the following criteria:

- A. Understanding of the services required by the Library – 25 pts
- B. Relevant experience and knowledge of lead consultants in developing strategic plan for public sector Library systems – 20 pts
- C. Expertise with interactive technologies – 15 pts
- D. Compliance with Contract Terms/Conditions – 5 pts
- E. Cost of Services – 35 pts

6. SUBMITTAL REQUIREMENTS:

Submittals must include a letter of interest, one (1) original proposal, clearly marked “Original”, and five (5) complete copies of the proposal. Technical and price proposals should be submitted together, however the Cost Data Form (page 49-50) shall be in its own separate, sealed envelope, submitted with the original proposal. **DO NOT** send copies of the price proposal.

Respondents shall address all items as specified in this section. Failure to adhere to this format or to address all items specified may disqualify a Respondent from further consideration. Respondents are also encouraged to include any additional information they wish to be considered.

7. PROPOSAL SUBMISSION FORMAT

A. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

B. Table of Contents

Provide Table of Contents to aid the evaluation of the proposal.

C. Transmittal Letter

A signed letter of transmittal should briefly state the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal is a firm and irrevocable offer for 60 calendar days.

D. Understanding of the services required by the Library

1. Describe the strategy and the approach to be used in the execution of the required work listed in Attachment B – Scope of Work/Specifications.
2. Demonstrate ability to complete project requirements as listed in Attachment B within a six (6) month timeframe.

E. Relevant experience and knowledge of lead consultants in developing strategic plan for public sector Library systems.

1. Describe your firm's overall qualifications and experience in developing strategic plans for Library systems similar in size to Charleston County Public Library.
2. List the name of primary individual(s) who would be responsible for this project and provide brief biographies including titles, functions, academic credentials and experience in the area of developing strategic plans for public sector Library systems. Identify and explain the role of any back-up personnel.
3. Offeror shall demonstrate in their proposal that the consultant(s) who would be assigned to this project will be able to work with various stakeholders identified in Attachment B – Scope of Services – Section G. The proposal shall also address the frequency with which the consultant will communicate and report findings to various stakeholders.

4. Describe specific projects that your firm has completed which demonstrate the offeror's competency in the areas as outline in Attachment A – #2. These projects should reflect the work of the key staff to be assigned to this project. Although not required, it is recommended that the offeror include with their proposal a copy of a strategic plan they have done for a previous client.
5. Provide a minimum of three (3) comparable references that demonstrate the offeror's ability to accomplish work similar in size and scope as referenced in Attachment A – Section 2 - #2. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

F. Expertise with interactive technologies

Detail your firm's expertise with interactive technologies.

G. Compliance with Contract Terms/Conditions

State your firm's compliance with the General Terms and Conditions as listed on Page 3-13.

H. Cost of Services

Provide a work plan to include the estimated number of hours and the total cost to complete this project. COST DATA FORM must be complete – Attachment E.

8. ACTUAL DAMAGES

The successful Offeror hereby expressly agrees that if the services, or any part thereof, are not performed or completed in a timely or professional manner in accordance with the Agreement or any amendment thereto, the successful Offeror and its sureties shall be liable to the Library for actual damages which relate to the successful Offeror's failure to perform or complete the services in the manner described above. If actual damages are agreed to by the Parties or awarded by the Court, the Library shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the successful Offeror, the amount of such actual damages; and if the amount so retained by the Library is not sufficient to pay in full such actual damages, the successful Offeror and/or its sureties shall pay to the Library the amount necessary to effect payment in full of such actual damages.

9. OFFEROR'S RESPONSIBILITY

Each Offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the services under the conditions of this RFP.

The failure or omission of an Offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Offeror or to any contract resulting from this RFP.

10. CONDITIONS AFFECTING THE WORK

The successful Offeror shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof. Any failure by the successful Offeror to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the Charleston County Public Library. The Charleston County Public Library assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents or consultants prior to the submission of his Proposal or the execution of any contract related thereto, unless such understandings or representations by the Charleston County Public Library are expressly stated in the Contract Documents.

11. ASSIGNMENT

The successful Offeror shall not assign in whole or in part any contract resulting from this Request for Proposals without the prior written consent of the Charleston County Public Library. The successful Offeror shall not assign any money due or to become due to him under said contract without the prior written consent of the Owner.

12. MODIFICATION

- A. The Library shall have the unilateral right to modify any contract resulting from this RFP, within the general scope of work, when said modification is in the best interest of the Library. The right to issue change orders is not dependent upon the consent of the successful Offeror. At the direction of the authorized Library staff representative, as applicable, the successful Offeror is obligated to perform the revised contract. Contract fees or prices will be equitably adjusted where an issued change order or directive so demands.
- B. No claim by the successful Offeror for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

13. DISCLAIMER OF LIABILITY

The Library, or any of its agencies, will not hold harmless or indemnify any Offeror for any liability whatsoever except as may otherwise be specified in this RFP.

14. CONTACT PERSONS:

Questions or clarifications concerning this should ***only*** be directed to:

Nancy Sullivan, Procurement Manager
Charleston County Public Library
68 Calhoun St.
Charleston, SC 29401
Tel: 843-805-6820
Fax: 843-805-6751

OR

Doug Henderson, Executive Director
Charleston County Public Library
68 Calhoun St.
Charleston, SC 29401
Tel: 843-805-6809
Fax: 843-727-3741

Contact with persons other than those listed shall be grounds for elimination from the procurement process.

ATTACHMENT B



SCOPE OF WORK/SPECIFICATIONS

SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

The offeror shall:

- A. Develop vision and mission statements for the CCPL system that reflect the expectations and needs of Library users, the community, Library staff and Board, and develop a detailed plan to achieve such vision and mission.
- B. Assess current infrastructure and delivery systems and develop a plan describing how to provide the necessary infrastructure to improve information technology, material processing, and delivery of materials, including but not limited to delivery between facilities and users.
- C. Provide an analysis of projected trends, which identifies mapped geographic areas, existing and projected populations, and recommendations for service delivery for each geographic area with cost estimates.
- D. Conduct an analysis of the current structure of CCPL support groups (e.g. Friends of the Library) to establish a central philanthropic vision.
- E. Identify gaps that exist between what the CCPL system currently provides to Library users and what users expect/need from their Library system and provide recommendations on how to meet those needs and expectations.
- F. Provide a timeline reflecting the prioritized improvements. The timeline will identify short-term projects (two [2] years) and longer-term projects (five [5] years) and who is responsible for implementation (Staff, Board of Trustees, Friends, etc.) and who/which department will pay for each.
- G. Involve all the necessary stakeholders when gathering information and reporting results.

The following stakeholders and their roles are identified below:

- The Executive Director will serve as the consultant's point of contact and will work collaboratively with the consultant and with the executive management team.
 - The Library Board of Trustees is an appointed policy making entity.
 - Library staff will participate in the identification and assessment of service delivery strategies.
 - The Friends of the Library, who help raise funds for the Library system and contribute ideas to the Library Board and Executive Team concerning the system.
- H. Present strategic plan to Library Board of Trustees, staff and community.

- I. Complete all project deliveries within six (6) months after date of Contract Award. If it's in the best interest of the Library to modify this time frame, the Library reserves the right to negotiate an alternative time frame with the top ranked offeror.

ATTACHMENT C – BACKGROUND

The Basics

- 16 branches along a 100-mile stretch of the Atlantic Ocean
- Fiscal Year 2011 operating budget = \$15.78 million
- Majority of funding from Charleston County Government
- 257 authorized employees, but approximately 20 percent are vacant due to budget cuts
- Return on Investment: \$1 in Charleston County tax money equaled \$9.04 in services, or a 904 percent Return on Investment, based on the budget and services offered in FY2009. Calculations based on nationally approved calculator that estimates the cost if people paid individually for program admissions, to purchase/rent materials, for training or research help.

Service statistics – FY2010 with 10-year growth comparison

- Circulation = 3,834,143, up 94.5 percent
- Reference Questions = 2,040,436, up 43.4 percent
- User Visits = 2,165,246, up 32.9 percent
- Programs Offered = 3,782, up 74 percent
- Program Attendance = 116,572, up 137 percent

Available materials and resources

- 1.14 million books
- 44,511 audio books and CDs
- 2,308 subscriptions to newspapers, periodicals
- 83 databases
- 102,919 DVDs and videos

Examples of programs offered

Approximately 350 programs/events/exhibits offered monthly, including

- music for lovers of blues, opera and jazz;
- workshops for genealogists, budding authors and small business owners;
- classes for nonprofits, chess lovers and those wanting to learn new computer skills; and
- relaxation and fun with movies, crafts, storytimes, book discussions, art exhibits and computer games.

Recognition

- Recognized statewide, nationally and internationally as a leader in library services, CCPL was one of the best libraries in the nation in 2009 by *Library Journal Magazine*, based on a first-ever comparison of services provided by 7,115 libraries nationwide. CCPL's "star" recognition puts it in the nation's top 3 percent of library systems.
- Won the 2006 John Cotton Dana Public Relations Award, considered by the American Library Association as one of the most coveted and prestigious awards given to a library in the United States and Canada for outstanding public education and public relations efforts. CCPL's "Remembering the Cooper River Bridges" campaign increased the library's collection of bridge-related items approximately five-fold with donations from 35 states, brought in more than \$800,000 in free media coverage and, compared to the same period in the previous year, increased program attendance 36 percent and circulation 29 percent.
- Awarded the Best Library Consumer Health Program in the nation by the U.S. National Commission on Libraries and Information Science in 2009 for a joint diabetes education project with the Medical University of South Carolina and Georgetown County Public Library. The project, which targets the African American community, received a \$20,000 grant to continue local education efforts.

CHARLESTON COUNTY PUBLIC LIBRARY HISTORY AND BACKGROUND

Established in 1931, CCPL serves a dynamic, diverse and growing population that is both proud of its rich heritage and committed to smart growth and development to maintain a vibrant community.

The Library's mission statement says, "The purpose of the Charleston County Public Library is to continually identify, evaluate, and respond to the informational, educational, cultural and recreational needs of all the residents of Charleston County to enrich the quality of life in the community and promote lifelong learning."

CCPL has 16 locations – a Main Library and 15 branches – serving a 917-square-mile county that stretches nearly 100 miles along the Atlantic Ocean. The Library system has 257.375 authorized full-time equivalent positions (FTEs) with an operating budget for FY11 of \$15.78 million. Total system-wide circulation for FY2010 was 3.8 million, reflecting a nearly 100 percent increase in services in the previous 10 years.

Charleston County Public Library offers a wide variety of technology to its library patrons, including community information, research databases, the library's catalog, reference assistance and programming information on its Web site – www.ccpl.org. Examples of the technology and information resources available include:

- Searchable online catalog providing access and the ability to place holds on materials within the Library's collection of nearly 1.3 million items;
- Online access for patrons to their accounts, including the ability to do renewals and receive e-mail notifications of materials requested and overdue items;
- Online access to downloadable audio books;
- Online book clubs;
- Online access to talking storybooks for children;
- E-newsletters to patrons with recommendations based on their reading interests;
- Wi-Fi availability at Library branches plus more than 300 public-access computers;
- Free computer classes and open lab sessions to help patrons learn new skills or brush up on old ones;
- Remote reference assistance through text messaging, e-mail, online live chat, Instant Messaging and through the Library's phone center; and
- Patron access to more than 100 research databases – most available via the Internet – with topics as varied as history, genealogy, literature, science, investing plus career and job assistance.

LIBRARY PROGRAMS

The Library's programming has grown and changed dramatically in recent years, reflecting the increased demand for services along with the community's recognition of the wealth and variety of workshops, classes, literacy programs and entertainment options available for all ages. Highlights of ongoing and special programming in recent years include:

- The Big Read – A community-wide effort to read one book during a six-week period that drew more than 58,000 attendees to more than 60 programs and exhibits with more than 40 community partners and sponsors and the distribution of more than 15,000 reader's and audio guides;
- Arts and Cultural Programs – Active participation in community events with free art, music, dance, film and literary programs offered during Spoleto Festival USA, Moja Arts Festival, the Blues Bash and the North Charleston Arts Festival plus delayed simulcasts of the Metropolitan Opera, regular workshops for budding writers, author lectures and Independent Film screenings;
- Small business and Nonprofit Programs – Regular programs, workshops and networking opportunities, including business counseling, an annual Small Business Resource Fair, access to the Library's Foundation Center Cooperating Collection plus nonprofit management and grant writing workshops; and
- Remembering the Cooper River Bridges – A five-month public relations, education and marketing effort that increased the Library's collection of bridge-related memorabilia approximately five-fold with donations from 35 states, prompted a 36 percent increase in program attendance, a 29 percent increase in circulation and developed media partnerships that resulted in \$800,000 in free news coverage and advertising;

OTHER LIBRARY SERVICES

CCPL maintains busy and active outreach efforts, including regular Bookmobile and Books-by-Mail services along with:

- Active community programs targeting residents in juvenile detention centers, homeless shelters, migrant missions and battered women's shelters;
- Continually working with area schools, daycares, senior citizen centers, community centers, churches, area colleges and civic associations; and
- Attendance at community events, such as First Day for back-to-school, Latin America Heritage Festival, Black Expo, Earth Day Festival, MUSC Reach Out and Read, Kid's Fair and Senior Expo.

POPULATION

Located on the Coast of South Carolina, Charleston County has a population of 309,969 according to the 2000 US Census Bureau.

POPULATION ESTIMATES 2015, 2010-2004

YEAR	POPULATION	CHANGE SINCE 2000 CENSUS	YEAR	POPULATION	CHANGE SINCE 2000 CENSUS
2015	389,034	25.5%	2006	331,917	9.9%
2010	361,569	16.6%	2005	337,584	8.9%
2009	355,276	15.6%	2004	333,122	7.5%
2008	348,046	12.3%			
2007	343,522	10.8%			

RACE/ETHNIC BREAKDOWN

RACE/ETHNICITY	2010 EST POPULATION 361,569	2010 PERCENT OF POPULATION	2005 POPULATION 337,584	2005 PERCENT OF POPULATION	INC/ (DEC)	POP MAKE-UP CHANGE
WHITE	229,566	63.5%	216,124	63.1%	4.54%	0.04%
BLACK/AFRICAN AMERICAN	112,830	31.2%	108,002	31.99%	1.34%	0.79%
AMERICAN INDIAN OR ALASKAN NATIVE	1,274	0.4%	963	.28%	.086%	0.12%
ASIAN	5,372	1.5%	4357	1.29%	.004%	0.21%
NATIVE HAWAIIAN/PACIFIC ISLANDER	240	0.1%	254	.07%	(.004%)	(0.03%)
OTHER (including 2 or more races)	12,287	5.9%	3668	1.08%	2.38%	4.82%
Hispanic (any race)	15,264	4.2%	7216	2.14%	2.23%	2.06%

ECONOMY

The median household income in Charleston County for 2008 was 48,845, with 15.4% of persons below the poverty rate. The unemployment rate for June 2010 was 9.2 %.

SCHOOL SYSTEM

The Charleston County School District (CCSD) educates approximately 42,007 students from K-12.

CIRCULATION

MAIN	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 108,000			
BOOK CIRCULATION	501,006	494,823	1.25
NON-BOOK CIRCULATION	103,556	106,585	-2.84
GRAND TOTAL	601,408	604,562	-0.52
VISITS TO BRANCHES	447,664	433,391	3.29

BOOKMOBILE	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 243 (approx)			
BOOK CIRCULATION	23,045	21,826	5.59
NON-BOOK CIRCULATION	6,073	5,459	11.25
GRAND TOTAL	27,285	29,118	-6.30
VISITS TO BRANCHES	11,009	n/a	n/a

COOPER RIVER	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 6,800			
BOOK CIRCULATION	98,148	86,354	13.66
NON-BOOK CIRCULATION	21,609	17,692	22.14
GRAND TOTAL	119,757	104,046	15.10
VISITS TO BRANCHES	147,243	139,066	5.88

DART	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 6,585			
BOOK CIRCULATION	40,734	43,851	-7.11
NON-BOOK CIRCULATION	9,306	10,044	-7.35
GRAND TOTAL	50,040	53,895	-7.15
VISITS TO BRANCHES	157,906	159,052	-0.72

JAMES ISLAND	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 6,306			
BOOK CIRCULATION	233,016	220,151	5.84
NON-BOOK CIRCULATION	44,466	45,705	-2.71
GRAND TOTAL	277,482	265,856	4.37
VISITS TO BRANCHES	130,187	142,885	-8.89

WEST ASHLEY	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 6,540			
BOOK CIRCULATION	232,395	237,541	-2.17
NON-BOOK CIRCULATION	46,497	50,023	-7.05
GRAND TOTAL	278,892	287,564	-3.02
VISITS TO BRANCHES	168,998	250,743	-32.60

VILLAGE	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 1,413			
BOOK CIRCULATION	51,570	53,091	-2.86
NON-BOOK CIRCULATION	10,745	11,606	-7.42
GRAND TOTAL	62,315	64,697	-3.68
VISITS TO BRANCHES	18,614	n/a	n/a

MT. PLEASANT	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 14,000			
BOOK CIRCULATION	632,861	607,072	4.25
NON-BOOK CIRCULATION	131,189	134,477	-2.45
GRAND TOTAL	764,050	741,549	3.03
VISITS TO BRANCHES	284,310	290,551	-2.15

ST. ANDREWS	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 14,000			
BOOK CIRCULATION	489,797	473,304	3.48
NON-BOOK CIRCULATION	102,874	106,020	-2.97
GRAND TOTAL	592,671	579,324	2.30
VISITS TO BRANCHES	281,273	267,220	5.26

DORCHESTER	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 14,000			
BOOK CIRCULATION	212,406	212,900	-0.23
NON-BOOK CIRCULATION	49,297	50,368	-2.13
GRAND TOTAL	261,703	263,268	-0.60
VISITS TO BRANCHES	144,574	149,570	-3.34

OTRANTO	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 14,000			
BOOK CIRCULATION	257,937	247,679	4.14
NON-BOOK CIRCULATION	64,899	70,144	-7.48
GRAND TOTAL	322,836	317,823	1.58
VISITS TO BRANCHES	189,117	192,076	n/a

JOHN'S ISLAND	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 16,000			
BOOK CIRCULATION	251,055	241,263	4.06
NON-BOOK CIRCULATION	60,274	60,946	-1.10
GRAND TOTAL	311,329	302,209	3.02
VISITS TO BRANCHES	135,403	140,692	n/a

POE	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 2,000			
BOOK CIRCULATION	40,406	41,136	-1.77
NON-BOOK CIRCULATION	7,144	7,873	-9.26
GRAND TOTAL	47,550	49,009	-2.98
VISITS TO BRANCHES	8,953	n/a	n/a

EDISTO	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 321			
BOOK CIRCULATION	17,096	15,795	8.24
NON-BOOK CIRCULATION	2,909	3,114	-6.58
GRAND TOTAL	20,005	18,909	5.37
VISITS TO BRANCHES	4,173	n/a	n/a

FOLLY	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 250			
BOOK CIRCULATION	28,844	24,089	19.74
NON-BOOK CIRCULATION	4,734	4,067	16.40
GRAND TOTAL	33,578	28,156	19.26
VISITS TO BRANCHES	10,294	n/a	n/a

ST. PAULS	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 1,026			
BOOK CIRCULATION	29,772	30,861	-3.53
NON-BOOK CIRCULATION	7,590	7,738	-1.91
GRAND TOTAL	37,362	38,599	-3.20
VISITS TO BRANCHES	12,653	n/a	n/a

MCCLELLANVILLE	FY 2010	FY 2009	% CHANGE
SQ. FOOTAGE 1,280			
BOOK CIRCULATION	21,696	18,468	17.48
NON-BOOK CIRCULATION	4,184	4,447	-5.91
GRAND TOTAL	25,880	22,915	12.94
VISITS TO BRANCHES	21,708	n/a	n/a

ATTACHMENT D

SAMPLE CONTRACT / AGREEMENT

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

CONTRACT/AGREEMENT
No. 2011-AUG
(Consulting Services to Develop
Strategic Plan)

THIS AGREEMENT entered into this ____ day of _____, 2011 between the **CHARLESTON COUNTY PUBLIC LIBRARY**, South Carolina, *a body politic and corporate under the laws of the State of South Carolina*, (hereinafter "Library") and **(NAME OF COMPANY/INDIVIDUAL)**, a (State Name) Sole Proprietorship/Partnership/Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter "Contractor"),

W I T N E S S E T H:

WHEREAS, the County wishes to contract for _____ services, and

WHEREAS, Contractor has represented to the County that its staff is qualified to provide the work required in this Agreement in a professional, timely manner, and

WHEREAS, the County has relied upon the above representations by Contractor,

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION ONE
Contract Documents

The Parties agree that the contract documents shall include the following, which are incorporated herein by reference:

Exhibit A: RFP# 2011-AUG/Scope of Work
Exhibit B: Insurance Requirements
Exhibit C: Contractor's Proposal dated _____, 2011

In the event of any conflict, discrepancy, or inconsistency among any of the documents, which make up this Contract, the following shall control:

1. As between this document and the plans or specifications, this document shall govern.
2. In the case of any conflict, discrepancy, or inconsistency among any of the other Contract documents, the Contractor shall notify the Library immediately upon discovery of same for resolution."

SECTION TWO

Scope of Work

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, transportation and supplies necessary for the completion of the work required under this Agreement (the "Work") in a professional, timely manner, in accord with all applicable laws, rules and regulations.

Scope of Work and Specifications:

Provide services as per Attachment B Scope of Work and Proposal.

Contractor shall commence Work as specified in the Notice to Proceed is issued, but not before said notice is issued. Coordination of the Work and administration of this Agreement shall be by the Charleston Library .

SECTION THREE **Contract Price: Payment Terms**

Library agrees to pay Contractor for the performance of the Work described in this Agreement, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated herein on the following basis:

Contract Price: Thousand Hundred Dollars and /100 (\$.)
(Lump Sum Total including Taxes)

Payments:

Contractor shall be paid one lump sum upon completion of the work, which shall be paid upon final acceptance by the Library's authorized Representative. Application for payment shall be prepared and submitted in triplicate. All invoices shall be addressed to Perry Litchfield, Business Manager, Charleston County Public Library, 68 Calhoun Street, Charleston, South Carolina 29401.

SECTION FOUR **Time; Term of Agreement**

Contractor expressly acknowledges that time is of the essence in completion of this Agreement and that the time limits and dates herein are critical components of the Agreement. Contractor warrants and represents that it has taken these facts into consideration and has determined that it can complete the work within these time limits, including time for likely delays caused by weather or from other sources. Contractor will not be compensated for any delays beyond the time set forth herein. Contractor's only remedy for delays may be an extension of time to perform the Work. Work must be completed within 30 days after contract signing.

SECTION FIVE
Insurance Requirements

Contractor shall at all times during the term of this Agreement carry insurance as required in Attachment E which is attached hereto and previously incorporated by reference. The Library shall not issue a Notice to Proceed until Contractor has submitted acceptable insurance certificate(s) and endorsement(s), which must be submitted within five (5) calendar days of 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 Library to revoke its notice of award and award the contract to another contractor. The Library may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Agreement.

SECTION SIX
Compliance by Contractor; Nondiscrimination

Contractor shall comply with all Federal, State and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold Library harmless and indemnify same in the event of non-compliance.

Contractor agrees to abide by the requirements under Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

SECTION SEVEN
Drug-Free Workplace

Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended).

SECTION EIGHT
Contractor's Warranties and Representations

Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in the Request for Proposals and warrants that it will use best skill and attention to provide above described services in a professional, timely manner.

Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Work itself.

SECTION NINE

Retention of Records

The Contractor agrees to maintain for three (3) years from the date of final payment, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records pertinent to this Agreement. The Contractor agrees to provide to the Library of Charleston, any Federal grantor agency, the Comptroller General of the United States, any State grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued by him in connection with this Agreement.

SECTION TEN

State and Local Taxes

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

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 will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if Library receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of the contract, which is subject to the six and one half percent (6.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the Library will withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes Library with a valid South Carolina Use Tax Registration Certificate Number.

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

SECTION ELEVEN

Independent Contractor

Contractor is an independent contractor and shall not be deemed the agent or employee of the County of Charleston for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County of Charleston, and shall have no power or authority to bind or obligate the Library of Charleston in any manner, except the Library of Charleston shall make payment to Contractor for services and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by him or his employees, agents, and servants. Contractor shall be liable for and pay all taxes required by local, State or Federal governments, including but not limited to Social Security, workmen's compensation,

Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the Library to or for the benefit of Contractor or his employees, agents, or servants by reason of this Agreement.

SECTION TWELVE

Other Contracts

The Library reserves the right to award other contracts in the same area as that of the Contractor. The Contractor will assure that he cooperates with other contractors to the extent possible for the orderly completion of the Library's objectives.

SECTION THIRTEEN

Permits and Licenses

The Contractor shall, without additional expense to the Charleston County Public Library, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the County of Charleston for conducting business. Any and all building permits required by the County, which are within the County's jurisdiction and are normally issued by the County, will be issued by its Building Services Department to the Contractor at no charge.

The Contractor is responsible at all times for obtaining applicable work permits and licenses from the County of Charleston's Building Inspection and Business License Departments. Contractor's license number, person's name and business name must all be shown on all required licenses.

SECTION FOURTEEN

Safety, Health, and Security Precautions

The Contractor shall take proper safety, health and security precautions to protect its workers and the Library's property, workers and the public at all times during the term of this Contract. Emergency exits shall not be blocked and doors shall be secured by Contractor when Work is temporarily suspended and after each workday. All materials shall be stored securely, protected from theft or damage.

SECTION FIFTEEN

Inspection and Acceptance

All Work shall be subject to inspection and test by the Library at all reasonable times and places. The Contractor shall, without charge, correct any workmanship found by the Library not to conform to the contract requirements, unless the Library consents in writing to accept such workmanship with an appropriate adjustment in contract price.

SECTION SIXTEEN
Conditions Affecting the Work

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions, which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the Library. The Library assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this Agreement, unless such understandings or representations by the Library are expressly stated in this Agreement.

SECTION SEVENTEEN
Cleanup Work; Repair of Damages

During the performance of the Work, the Contractor shall continuously keep the Work site and areas adjacent thereto in an orderly condition, free and clear from debris and discarded materials.

Contractor will restore or replace, when and as directed by the Library, any public or private property damaged or destroyed by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the Work.

SECTION EIGHTEEN
Damages

Contractor hereby expressly agrees that if the services, or any part thereof, are not performed or completed in a timely or professional manner in accordance with this Contract or any amendment thereto, the Contractor and its sureties shall be liable to the Library for actual damages which relate to the Contractor's failure to perform or complete the services in the manner described above. If actual damages are agreed to by the Parties or awarded by the Court, the Library shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such actual damages; and if the amount so retained by the Library is not sufficient to pay in full such actual damages, the Contractor and/or its sureties shall pay to the Library the amount necessary to effect payment in full of such actual damages.

SECTION NINETEEN
Suspension of Work

The Procurement Manager may order suspension of the Work in whole or in part for such time as he deems necessary because of the failure of the Contractor to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work. When the Procurement Manager orders any suspension of the Work under the subparagraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The Procurement Manager may order the Contractor in writing to suspend, delay, or interrupt all or

any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Library. The Library may suspend performance of its obligations under this Agreement in good faith for the convenience of the Library or to investigate matters arising in the Work.

The rights and remedies of the Library provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION TWENTY

Modification of Agreement

The Procurement Manager has the right to modify this Agreement when said modification is in the best interest of the Library, provided however, Contractor is given written notice of any such modification and Library is responsible for paying Contractor for any additional expenses incurred by Contractor, which relate to said modification. Subject to the above, Contractor is obligated to perform the revised contract when so directed by the Director of Procurement. Agreement fees or prices will be equitably adjusted where an issued change order so demands.

No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

SECTION TWENTY-ONE

Termination

A. For Convenience

The Procurement Manager, by advance written notice, may terminate this Agreement when it is in the best interests of the Charleston County Public Library. If this Agreement is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. Contractor will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Contractor refuses or fails to perform the work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the Procurement Manager of the Library, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the Procurement Manager, to be material (including without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this section, Library shall have the right to terminate forthwith this contract by written notice to the Contractor. In the event of such default, the advance

notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the Library resulting from Contractor's default. Any wrongful termination for default shall be deemed by the parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Procurement Manager, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a Federal, State, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the Library provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-TWO
Indemnification

Except for expenses or liabilities arising from the negligence of the Library, the Contractor hereby expressly agrees to indemnify and hold the Library harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Library and its employees or by any member of the public, to indemnify and save the Library and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract or arising from or related to the Work, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses are caused in part by the Library. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the Library and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by

Contractor (including without limitation any employee of any subcontractor), the Library's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Library 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.

SECTION TWENTY-THREE **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 of 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.

SECTION TWENTY-FOUR **Labor: Subcontractors**

No subcontracts shall be allowed without the prior written approval of the Library. The Contractor shall not contract with a proposed person or entity to which the Library has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among his employees and other persons carrying out the performance of the Agreement.

Employment of labor by Contractor shall be effected under conditions, which are satisfactory to Library. Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the Library.

Contractor assumes the responsibility for assuring that his working forces are compatible with Library employees and Contractor is responsible for making himself aware of those forces. Contractor will furnish a competent representative who is to be kept available to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-FIVE
Assignment

The Contractor shall not assign in whole or in part this Agreement without the prior written consent of the Charleston County Public Library. The Contractor shall not assign any money due or to become due to it under said contract without the prior written consent of the Owner.

SECTION TWENTY-SIX
Controlling Law

The laws of South Carolina shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in the Circuit Court within the Ninth Judicial Circuit in Charleston County, Charleston, South Carolina.

SECTION TWENTY-SEVEN
Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

SECTION TWENTY-EIGHT
Severance

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid. Any terms, which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

SECTION TWENTY-NINE
Non-waiver

Any waiver of any default by either party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either party to waive, or entitle either party to a waiver of, any subsequent default hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under their several seals the day and year first written above.

CONTRACTOR:

**CHARLESTON COUNTY PUBLIC
LIBRARY:**

Name:
Title:

Doug Henderson
Executive Director

Attest:

Attest:

1)_____

1)_____

2)_____

2)_____
Charleston, SC

ATTACHMENT E

SAMPLE FORMS

**STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 5/7/04)
3323

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As): _____

3. Mailing Address: _____

4. Federal Identification Number:

5. ____ Hiring or Contracting with:
Name: _____
Address: _____

____Receiving Rentals or Royalties From:
Name:_____
Address:_____

____ Beneficiary of Trusts and Estates:
 Name: _____
 Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):

- ☐ The South Carolina Secretary of State or
- ☐ The South Carolina Department of Revenue

Date of Registration:

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant)) _____ (Seal)
 Date _____

If Corporate Officer, state title:

(Name - Please Print)

Mail to: The company or individual you are contracting with.

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution, which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: www.sctax.org

County of Charleston
Drug-free Workplace Certification
(Contractor/Vendor Other Than Individuals)

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below.

The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids for proposals for Charleston County projects.

For purposes of this Certification, "Drug-free Workplace" is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor's/ Vendor's duties under the contract. Contractor's/Vendor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's/Vendor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;

- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement, and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Charleston County Contract Number: RFP No. 2011-AUG

Project Name: Consulting Services to Develop Strategic Plan

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name/Title: _____

Signature: _____ **Date:** _____

Witness: _____

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

COST DATA FORMS
(Offeror to complete all blanks)

DATE: _____, 2011

NAME OF OFFEROR: _____

BUSINESS ADDRESS: _____

BY SUBMITTING HIS PROPOSAL, THE UNDERSIGNED OFFEROR REPRESENTS:

1. that he has carefully examined specifications for the Services;
2. that he is familiar with all the conditions surrounding the performance of the Services;
3. that, if awarded that Contract, he will provide all labor, material, supplies and equipment necessary to execute the Services in accordance with the Contract Documents;
4. that, if awarded the Contract, he will establish services after the issuance of a "Notice to Proceed" as required in the RFP;
5. that he understands that the Owner reserves that right to reject any or all responses which does not meet the proposal requirements, or all proposals in the event that the Project is canceled, postponed, or if it is in the best interest of Charleston County Public Library;
6. that, if awarded the Contract, he will enter and execute a contract as required in the Request for Proposals (RFP).
7. that the Offeror is legally able to enter into and perform a contract, if awarded;
8. that the Offeror is current on all taxes and fees owed to the Library;

COST DATA FORM

Page Two

(To Be Submitted in a Separate Sealed Envelope with the Original Proposal)
(Do Not Submit with the Copies)

I certify that I am entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract to provide _____ Services as described by this RFP for the following cost:

LUMP SUM COST \$ _____

TRAVEL \$_____

TAXES \$ _____
(Price must include all applicable taxes)

TOTAL \$_____

LUMP SUM COST: The total cost to implement the proposal including training costs. All applicable taxes must be shown separately.

NAME OF COMPANY:

By: _____

Signature _____ Print Name _____

Title: _____ (i.e., Owner, Partner, Corporate Officer, etc.)

Address: _____

City:_____ State:_____ Zip:_____

Business Telephone Number: _____ Business Fax Number: _____

Is your firm a _____ Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list state of incorporation: _____

Contractors License:

Type: _____ Number: _____

COST DATA FORM**Page Three****CHARLESTON COUNTY TAXES:**

Please note that the Procurement Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes your submittal may be disqualified from consideration. If you wish to inquire as to your tax status you may contact the Charleston County Delinquent Tax Office at (843) 958-4570.

BUSINESS LICENSE:

Does your business have a valid Charleston County Business License? ☐ Yes ☐ No

If so, list the number _____. You must possess a valid Charleston County Business License for business undertaken in the unincorporated areas of the County. Contact (843) 202-6080 with any questions.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ☐ Yes ☐ No

If so, are you certified? ☐ Yes ☐ No

If you are certified, you must furnish a copy of your certificate with your submittal.

Note: Work performed inside the corporate limits of a municipality will also necessitate a business license for that municipality.

NON-COLLUSION OATH

COUNTY OF:_____

STATE OF:_____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS
_____DAY OF _____, 2011

Authorized Signature for Offeror

NOTARY PUBLIC FOR THE

Please print Offeror's name and address:

STATE OF _____

My Commission Expires: _____

Print Name:_____

Phone Number: _____

Address:_____

(Note: Notary seal required for foreign Offeror.)

INSURANCE REQUIREMENTS (Contracts Greater Than \$25,000)

Contractors working for the County of Charleston are required to procure and maintain for the duration of their contract with the County 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 sub consultants. 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.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The County 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 County of Charleston, its officials, employees or volunteers. To accomplish this objective, the County 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 County of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County 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 County of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

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

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County of Charleston.
- F. Each insured policy required by the County 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 County of Charleston.
- G. All coverages for sub consultants 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 Department of Risk Management.
- I. If the County elects to assign the attached contract to the Charleston Public Facilities Corporation, or the Charleston County Transportation Committee, as set for in the contract, then the Charleston Public Facilities Corporation or the Charleston County Transportation Committee shall be named an additional insured along with the County of Charleston and shall be equally entitled to all coverages and benefits of the policies.
- J. Contractor shall furnish the County 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 County of Charleston, Procurement Department, before work commences. The County of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Nancy Sullivan, Procurement Manager
Charleston County Public Library
68 Calhoun St
Charleston, SC 29401

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

THE COUNTY OF CHARLESTON, CHARLESTON, SOUTH CAROLINA
THE CHARLESTON PUBLIC FACILITIES CORPORATION (if applicable)
THE CHARLESTON COUNTY TRANSPORTATION COMMITTEE (if applicable)

(See Assignment Section in the attached Contract to determine whether Charleston Public Facilities Corporation or Charleston County Transportation Committee is applicable.)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
			COMPANIES AFFORDING COVERAGE			
			Company A (Issuing Company) Company B			
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☒ Comm. General Liability ☐ Claims Made ☒ Occur ☐ Owner's & Contract's Prot ☒ Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY ☐ Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: ☐ Incl ☐ Excl	XXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	☐ Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. 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.						
CERTIFICATE HOLDER				CANCELLATION		
COUNTY OF CHARLESTON ATTN: PROCUREMENT DEPARTMENT LONNIE HAMILTON, III PUBLIC SERVICES BUILDING 4045 BRIDGE VIEW DRIVE N. CHARLESTON, SC 29405				Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative		
				AUTHORIZED REPRESENTATIVE		

County of Charleston
Minority/Women-Owned/Disadvantaged Business Enterprise (MWDBE)
Compliance Provisions

APPLICATION:

Charleston County Council has adopted a policy setting 10% as the guidelines for minority/women-owned/disadvantaged business enterprise participation in all County contracts.

The guidelines for participation in County 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. To obtain a list of certified minority and women-owned firms, please contact Barrett J. Tolbert at 843-958-4761.

COMPLIANCE REQUIREMENTS:

1. Offerors 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 Minority Business Participation:*** certifying that efforts were made to use MWDBE businesses on this project.

AND

- ❑ ***Affidavit B – Portion of the Work to be Performed by Minority Firms***

OR

- ❑ ***Affidavit C – Intent to Perform Contract with Own Workforce:*** certifying 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 County 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 MWDBE 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 County of Charleston whether to terminate the contract for breach.

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

Name of Company: _____

Signature	Print Name
Title	Date
Witness	Date

AFFIDAVIT A**Page 1 of 2****County 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 five areas must be checked in order to have achieved a "good faith effort")

- ☐ 1. Contacted minority 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 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. Made the construction plans, specifications, and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the submittals are due.
- ☐ 3. Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4. Attended pre-bid meetings scheduled by the public owner.
- ☐ 5. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 6. Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority business based on lack of qualifications should have the reasons documented in writing.)***
- ☐ 7. Provided assistance to an otherwise qualified minority business 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 minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 8. Negotiated joint venture, partnership or other similar arrangements with minority businesses in order to increase opportunities for minority business participation.
- ☐ 9. 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 the Identification of Minority Business Participation schedule 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.

Print Name of Authorized Officer : _____ **Title:** _____

Signature: _____ **Date:** _____

AFFIDAVIT A**Page 2 of 2**

County of Charleston, South Carolina
Identification of Minority Business Participation

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

Firm Names, Address, Contact Name, & Phone	Work Type	*Minority Category
#		

*Minority categories: Black, African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Female (**F**); Socially and Economically Disadvantaged (**D**)

AFFIDAVIT B

County of Charleston, South Carolina
Portion of the Work to be Performed by Minority Firms

Affidavit of _____
 (Name of Offeror)

I hereby certify that on the _____,
 (Project Name)

with a total project amount of \$_____, 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	*Minority Code	Work Description	Dollar Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$

*Minority categories: Black, African American (**B**); Hispanic (**H**); Asian American (**A**),
 American Indian (**I**); Female (**F**); Socially and Economically Disadvantaged (**D**)

The undersigned will attempt to 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.

Print Name of Authorized Officer : _____ **Title:** _____

Signature: _____ **Date:** _____

AFFIDAVIT C**County 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.

Print Name of Authorized Officer : _____ **Title:** _____

Signature: _____ **Date:** _____