

City of Columbia
 Community Development Department
 1225 Lady St., Suite 102
 Columbia, SC 29201
Request for Proposals

RFP Number:	RFP001-FY17-18-CDDR	*RFP Due Date:	February 21, 2018
Description:	Environmental Review Services	*RFP Deadline Time:	5 pm EST

AGENCY'S CONTACT INFORMATION			
Name:	Gloria Saeed	Phone:	803-545-3766
Fax:	803-254-8912	Email:	gjsaeed@columbiasc.net

Instructions:

- RFP should be submitted by the time and date specified above.
- Faxed RFPs are not acceptable.
- The Consultant should provide the information below.

MAILING ADDRESS:	BID OPENING LOCATION:
Community Development Department Attn: Gloria Saeed 1225 Lady Street Suite #102 Columbia, SC 29201	Community Development Department 1225 Lady Street Suite #102 1 st Floor Conference Room Columbia, SC 29201

VENDOR INFORMATION

Company Name: _____			
Name (type or print): _____		Title: _____	
Address: _____			
City: _____		State: _____	ZIP Code: _____
Telephone Number: _____		Fax Number: _____	
E-Mail Address: _____			

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the bidder offers and agrees that if the proposal is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Signature:

Use Ink Only.

Business Designation (check one):	Individual <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Public Service Corp <input type="checkbox"/>
	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Government/ Nonprofit <input type="checkbox"/>

REQUEST FOR PROPOSALS
ENVIRONMENTAL SERVICES

JANUARY 31, 2018

RESPONSE DEADLINE
FEBRUARY 21, 2018 AT 5 PM EST

PLEASE SUBMIT ELECTRONIC COPIES TO:

GLORIA SAEED
DEPARTMENT OF COMMUNITY DEVELOPMENT
COLUMBIA, SOUTH CAROLINA
(GJSAEED@COLUMBIASC.NET)

**COLUMBIA CDBG DISASTER RECOVERY PROGRAM
REQUEST FOR PROPOSALS FOR
ENVIRONMENTAL SERVICES**

The City of Columbia is soliciting proposals from qualified consulting firms to provide environmental review services required by Title 24 Part 58 of U.S. Department of Housing and Urban Development (HUD) regulations, which implement the National Environmental Policy Act (NEPA). The Columbia Community Development Department is administering HUD's Community Development Block Grant (CDBG) Disaster Recovery funded projects and is seeking a firm with knowledge of environmental review procedures, expertise in regulatory and statutory compliance, and familiarity with the City's geographic and demographic characteristics.

In October 2015, the City of Columbia, along with much of the State of South Carolina, experienced unprecedented rainfall and historic flooding with more than two feet of rainfall in less than 48 hours. Under the Disaster Relief Appropriations Act of 2016, HUD has allocated \$26,155,000 to the City of Columbia to address some of its critical unmet needs resulting from the October 2015 Flood. The following scope of work is for the preparation of an Environmental Review Record (ERR) in accordance with HUD and National Environmental Protection Agency (NEPA) regulations to obtain environmental clearance under two program areas – single family residential rehabilitation and public facility improvement:

- Prepare Tier 2 Categorical Exclusion Subject to 58.5 (CEST) site-specific environmental reviews for approximately 350 residential properties:
 - Approximately 50 properties will require a site-specific environmental review for major rehabilitation
 - Approximately 300 properties will require a site-specific environmental review for minor rehabilitation
- Prepare a Categorical Exclusion Subject to 58.5 (CEST) environmental review record (ERR) for the replacement of two Head Gates on the Columbia Canal.

RESIDENTIAL REHABILITATION:

The Columbia Homeowner Assistance, Small Rental Repair, Elevation Reimbursement, and Minor Repair Programs will provide CDBG Disaster Recovery grants to eligible property owners of single family (1-4 units) residences damaged by the 2015 storm to rehabilitate, remediate, and repair their homes. All program activities will occur on existing structures within the disturbed area of the previously developed parcel with no change in density or land use.

Tier 1 Categorical Exclusion Subject to 58.36 (CEST) environmental reviews have been completed for unidentified scattered sites for three activities: major rehabilitation, minor rehabilitation and pre-award costs. The Tier 1 CEST Statutory Checklists determined compliance with the following authorities: coastal zone management, sole source aquifer, endangered species, scenic rivers, farmland protection, air quality, noise control, explosive and flammable operations, and airport hazards (58.5 c-i and 24 CFR 51 B, C, and D). Compliance with statutes and regulations listed at 24 CFR 58.6 also has been completed:

Flood Disaster Protection Act, Coastal Barriers Resources Act, and Airport Runway Clear Zones and Clear Zone Disclosures.

The Tier 2 CEST Site-specific Statutory Checklist will address the following NEPA related statutes and authorities at 24 CFR 58.5 that were not covered in the Tier 1 Environmental Review:

- Historic Properties, 58.5(a)
- Floodplain Management, 58.5(b)(1)
- Wetland Protection, 58.5(b)(2), 24 CFR 55, Executive Order 11990
- Contamination and Toxic Substances including asbestos and lead-based paint, 58.5 (i)(2), 40 CFR Part 61, and Section 1018 of Title X, 42 USC 7401.

The selected firm or their team member will include a historic preservation professional who meets the Secretary of the Interior's Standards and Guidelines for Architectural History and has significant experience performing Section 106 reviews for compliance with the National Historic Preservation Act. The City of Columbia has executed an Addendum to the Programmatic Agreement among Federal Emergency Management Agency (FEMA), the South Carolina State Historic Preservation Officer, the South Carolina Emergency Management Division, and Tribes Participating as Invited Signatories to include the South Carolina Disaster Recovery Office and Participating South Carolina Units of General Local Government that expedites consultation when rehabilitation activities conform to the original footprint and/or are performed in previously disturbed soils. Currently, our records indicate that 88% of our eligible applicants own homes built in 1972 or earlier that will require Section 106 reviews.

The City of Columbia has completed the 8-step decision-making process of 55.20 indicating that there are no practicable alternatives to locating residential rehabilitation projects in the floodplain. Tier 2 site specific reviews will consider mitigation measures that will minimize adverse impacts to floodplains and wetlands in order to restore and preserve natural and beneficial values. Any major rehabilitation activities on structures in the floodplain also must comply with local flood ordinances, be elevated a minimum of two feet above the Base Flood Elevation (BFE), retain the existing footprint and land use, and maintain flood insurance protection for the life of the property. The selected firm will propose mitigation measures for all properties in the floodplain and/or wetlands; document potential environmental impacts, and provide proof of compliance and analysis of alternatives, when applicable.

Sites known or suspected to be contaminated by toxic chemicals or radioactive materials include but are not limited to sites: (1) listed on an EPA Superfund National Priorities or CERCLA List, or equivalent State list; (2) located within 3,000 feet of a toxic or solid waste landfill site; or (3) with an underground storage tank. For any of these conditions, the Consultant must provide an ASTM Phase I report.

The selected firm will conduct the necessary testing and inspection to identify environmental hazards such as Lead-based Paint (LBP) and asbestos; monitor compliance with HUD's Lead-Safe Housing Rule (24 CFR Part 35); determine abatement requirements if necessary; and provide oversight and clearance of the remedial actions. Properties constructed on or after January 1, 1978 are exempt from Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act) and all implementing regulations. Therefore, only homes constructed before 1978 require lead sampling. The selected firm or their team member will have the following licenses and/or certifications:

- South Carolina Department of Health and Environmental Control (DHEC) as a Building/Asbestos Inspector to provide residential inspection and testing services for asbestos; and
- EPA certification as a residential lead-based paint inspector or risk assessor per HUD guidelines.

PUBLIC FACILITY IMPROVEMENT:

The City intends to repair two of the 12 Head Gates along the Columbia Canal, which will restore partial operational control of Canal water levels, enabling the City to provide critical water supply to residents during times of low water flow. The Columbia Canal is listed on the National Register of Historic Places. Repairs and improvements to the Head Gate structure on the Columbia Canal include:

- Design for the entire Head Gate structure and repair of Head Gates 1 and 2, replacing existing gear structure with industry standard screw technology to raise and lower gates, structural repairs
- Installation of submerged debris diversion structure upstream of the Head Gate structure
- Installation of Head Gate trash racks
- Installation of Head Gate trash rack cleaning system (dragline system)
- Permanent blocking of the lock gate
- Upgrade of the sensor system, camera, lighting, with appropriate power supplies
- Raising of the head works east abutment embankment
- Rock anchors to stabilize the Head Gate structure

MINIMUM QUALIFICATIONS:

The selected consultant/firm must have demonstrated successful experience with HUD environmental review procedures and federal laws and authorities. The consultant should have a minimum of three years’ prior experience including working with HUD-funded residential rehabilitation programs for single family homes specifically. The bidder must make available to the Community Development Department one (1) bound copy of all deliverables as scheduled unless advised in writing of a change in schedule.

PROPOSALS MUST INCLUDE AND WILL BE EVALUATED ON THE FOLLOWING:

COVER LETTER and introduction including the company name and address, email address and the name and telephone number of the person or persons authorized to represent the respondent regarding all matters related to the response and signed by the person authorized to bind the firm to all commitments made therein.

TECHNICAL PROPOSAL including a narrative describing the firm’s understanding of the project and how its proposal will best meet the City’s needs within an expedited timeframe. The narrative should:

- Describe the strategies proposed for project management and quality assurance in accomplishing the scope of services;
- Provide a project work plan that fully details all tasks and services to be performed along with the staff responsible, hours required, and deliverables;
- Propose a timeline for project milestones and estimated date of completion;
- Identify key staff assigned to this engagement and submit their resumes;
- Identify all subconsultants proposed for the work, how they will be used, and their hourly rates;
- List any materials or equipment necessary to accomplish the scope of work;

- Provide a list of public sector clients such as state agencies, authorities and municipalities and a detailed description of the work completed.
- Provide three references including the name, address, and phone number of the client and a brief description of the project.

EVALUATION CRITERIA:

The factors used in evaluating the responses are:

- Demonstrate knowledge and ability through documented experience and performance history for similar scope of work **(30 points)**
- Strategy and schedule to complete the work and estimated number of days to completion **(25 points)**
- Quality of work for public sector clients **(20 points)**
- Professional qualifications of assigned staff **(15 points)**
- Proposed fees and compensation **(10 points)**

It is understood that this contract is funded in whole or in part with Community Development Block Grant (CDBG) Disaster Recovery funds administered by the City of Columbia Community Development Department and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state or city may prescribe.

COST PROPOSAL: The consultant will be paid on a unit price per property with a not to exceed total cost that can only be modified by formal written agreement. Please include a professional staff hourly rate sheet, percentage of profit, and mark-up on subconsultants. The hourly rates proposed in response to this RFP shall be guaranteed for the term of the Contract.

The Cost Proposal should include:

- Unit Price per property for type of service
- Staff rates per hour and estimated total hours for each person assigned to the engagement.
- Other expenses or costs associated with the performance of this contract.

(The consultant with the lowest cost will be awarded the maximum of ten (10) points. The cost score for other Consultants will be based on the ration of the lowest cost to the consultant’s cost.)

UNIT PRICES

TYPE OF SERVICE	ESTIMATED NUMBER OF PROPERTIES	COST PER PROPERTY	TOTAL COST
TIER 2 CEST MAJOR REHAB	50		
TIER 2 CEST MINOR REHAB	300		
LEAD BASED PAINT TESTING & CLEARANCE	200		
ASBESTOS TESTING, OVERSIGHT, & CLEARANCE	100		
CEST PUBLIC FACILITY IMPROVEMENT – CANAL HEAD GATES	1		

PROFESSIONAL STAFF RATES

STAFF POSITION	HOURLY RATE	ESTIMATED NUMBER OF HOURS	TOTAL
Project Manager			
Environmental Scientist			
Environmental Engineer			
Environmental Technician			
Environmental Testing			
Lead Risk Assessor			
SHPO Professional			
Asbestos Building Inspector			
Clerical			
Other			
Other			
Other			
Profit (%)			
Overhead (%)			
Subconsultant profit (%)			

CALENDAR:

The following is the tentative time schedule for the selection of a vendor to provide the services described herein. All dates are subject to modification by the Community Development Department:

Issuance of RFP	January 31, 2018
Inquiries Deadline	February 7, 2018
RFP Response Deadline	February 21, 2018
Approximate Contract Award Date	March 7, 2018
Approximate Start Date	March 12, 2018

DISQUALIFICATIONS OF PROPOSALS:

- Late Proposals: Proposals that are received after the deadline date and time shall be automatically disqualified.
- Non-responsive Proposals: Proposals that are not responsive or that fail to comply with mandatory requirements of the RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or in incorrect format.
- Collusion: Collusion by two or more bidders agreeing to act in a manner intended to avoid or frustrate fair and open competition is prohibited, and shall be grounds for rejection or disqualification of a proposal or termination of a contract.

PROPOSAL INQUIRIES:

All inquiries concerning this RFP shall be made in writing via email no later than COB Wednesday, February 7, 2018 citing the RFP Title, Page, Section and Paragraph, and shall be submitted to: Gloria Saeed, Director, Community Development Department, 1225 Lady Street Suite 102, Columbia, SC 29201 or gjsaeed@columbiasc.net.

- Individuals and/or firms that intend to submit a response are prohibited from contacting the Mayor of the City of Columbia, City of Columbia Council Members, administrative personnel and/or employees of the Community Development Department other than the specified contact person, regarding this RFP. Furthermore, no other employee or representative of the City of Columbia is authorized to provide any information or respond to questions or inquiries concerning this RFP other than as described herein.
- All inquiries must be received no later than the date specified in this section. Inquiries received after this date, will not receive a response. An official written response will be provided to all questions meeting the requirements.

TERMS AND CONDITIONS FOR SUBMISSION OF PROPOSALS:

- The bidder must submit one (1) electronic copy of the RFP response by email to Gloria Saeed, Director, at Community Development, 1225 Lady Street Suite 102, Columbia, SC 29201 or gjsaeed@columbiasc.net.
- All submittals shall become the property of the Community Development Department and the City of Columbia and are subject to Freedom of Information Act (FOIA) regulations.
- Any proposal determined to be non-responsive to the specifications or other requirements of this RFP, including instructions governing format, may be disqualified without evaluation. The Community Development Department shall reserve the right to clarify and seek supplemental information to any proposal submitted.
- Notwithstanding any other provisions of this RFP, the Community Development Department reserves the right to reject all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the Community Development Department and the City of Columbia. Furthermore, it is within the right of the Community Development Department to reject responses that do not contain all elements and information requested in this document.

CONTRACT NEGOTIATIONS:

After a review of the responses, the Community Development Department intends to enter into contract negotiations with one firm. Those negotiations could include all aspects of services and fees, contract awards may be for segments, phases, or specific tasks associated with a proposal. The Community Development Department reserves the right to elect to award contracts of a limited scope for portions of this RFP as stated above. Consultants are therefore encouraged to detail the pricing associated with their proposal so that costs are indexed to specific tasks. This will allow the Community Development Department to fairly evaluate and rank competitive proposals on individual components of the proposal if it is deemed in their best interest to do so.

If a contract is not finalized in a reasonable time period, the Community Development Department will reopen negotiations with the next highest ranked consultant or firm.

AWARD OF CONTRACT:

The resulting contract will be in the form of a Lump Sum, Not to Exceed dollar amount and will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. Fees and compensation will be an important factor in the evaluation of responses. However, the Community Development Department is not required to select the lowest cost bidder, but may select the proposal that demonstrates the *best value* overall, including proposed alternatives, and meets the objectives of this RFP. The Community Development Department reserves the right to negotiate a change in any element of contract performance or cost identified in the RFP. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The respondent to whom the contract is awarded shall be required to enter into a written contract in a form approved by the Community Development Department. This RFP and the response, or any part thereof, may be incorporated into and made a part of the final contract.

CONTRACT DURATION:

The contract is expected to be for an engagement of approximately one year. The Community Development Department reserves the right to renew contracts on an annual basis.

PAYMENT AND INVOICE PROVISIONS:

The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). *Each invoice must also clearly identify any portion of the fee invoiced for sub-consultant services specified in the Agreement, and identify if the sub-consultant is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise.* Each invoice shall bear the signature of the Consultant, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

The Consultant shall make sub-contracting opportunities available to a broad base of qualified sub-contractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

The Contractor shall, in performance of the Agreement, only use those sub-consultants in the Agreement upon which the Contractor's proposal was based. Sub-consultants substitutions shall only be made upon the Owner's approval. The Contractor shall enter into Agreements with those sub-consultants, in the same dollar amount upon which the Contractor's proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner's Notice to Proceed to the Contractor. All invoices shall be forwarded to:

City of Columbia Community Development Department
Attention: Gloria Saeed
1225 Lady Street, Suite 102
Columbia, SC 29201

Payment will be made in accordance with applicable State of South Carolina accounting procedures upon acceptance by the Community Development Department. The City Of Columbia may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity. Payment will be made only after the Consultant has successfully satisfied the department as to the services purchased. Vendors should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

FINANCIAL RESPONSIBILITY

The respondent understands and agrees that the Community Development Department shall have no financial responsibility for any costs incurred by the respondent in responding to this RFP.

The successful bidder shall be solely responsible for meeting all terms and conditions specified in the RFP, its proposal, and any resulting contract. The Community Development Department shall approve subconsultant(s) prior to signing the contract.

The vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible vendors and without effort to preclude the Community Development Department from obtaining the best possible competitive proposal.

TIME FOR COMPLETION

The Consultant will begin work when this contract has been signed and a written Notice to Proceed has been executed. The Consultant will commence work within the time frame identified in the Notice to Proceed. The Consultant shall satisfactorily complete all work under this contract within one year after the issuance of the Notice to Proceed. If the work is not completed by the specified date and the Consultant has not requested in writing and received in writing a contract extension, the City shall have the option to hire another Consultant to complete the work.

The Consultant may, on written notification to and approval of the City, be granted a performance time extension if, at any time during the progress of the work, delays are caused by:

- Any act or neglect of the Owner
- Changes ordered in the work
- Strikes
- Lockouts
- Fire (if not caused by the Consultant)
- Delay in transportation
- Unavoidable casualties
- Or any other causes beyond the Consultant's control.

COOPERATION

The City shall cooperate with the Consultant to provide access to the dwelling units for the performance of the work.

DEFAULT

In case of default by the Consultant, the City may procure services from other sources and hold the Consultant responsible for any excess cost incurred.

NOTICE

Notices to the Consultant shall be considered delivered for the purpose of the contract, if mailed by regular mail or hand delivered to the Consultant at the address given on the response to this RFP.

CHANGES

It is agreed that there shall be no changes to the contract and the work covered unless, for essential work which causes a change in cost and/or performance time, a mutually-agreed-to change has been put in writing and signed by the City of Columbia and the Consultant.

DISPUTES

The City shall, within a reasonable time, make decisions on all claims of the Consultant submitted in writing. In the event of a dispute that cannot be resolved between the City of Columbia and the Consultant, the dispute shall be presented to an independent arbitrator. The decision of the independent arbitrator shall be final.

NON-COLLUSIVE AFFIDAVIT

Each person submitting a proposal for any portion of the work contemplated under this RFP shall execute an affidavit in the form provided by the City to the effect that he has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the RFP response.

CONFLICT OF INTEREST

No member of the governing body of the City of Columbia and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Consultant shall also take appropriate steps to assure compliance.

COPYRIGHT:

No report, maps or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

AUDITS AND INSPECTIONS:

The City of Columbia and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City of Columbia and HUD.

RELATIONSHIP:

The relationship of the Consultant to the City of Columbia shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between City of Columbia and the Consultant.

CHANGES, AMENDMENTS, MODIFICATIONS

The City may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes, including any decrease or increase in the amount of compensation, which are mutually agreed upon by the City of Columbia and the Consultant shall be incorporated in written amendments to this contract.

PERSONNEL

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required to perform under this contract. Such personnel shall not be employees of, or have any contractual relationship to City of Columbia.

All services required hereunder will be performed by the Consultant or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

FINDINGS CONFIDENTIAL:

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City of Columbia.

COMPLIANCE WITH LOCAL LAWS:

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local government and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED CONTRACTS (MORE THAN \$25,000)

SCOPE OF SERVICES

Upon written notification by the City to proceed, the Consultant shall complete the scope of services more fully described in the Agreement. The Consultant shall perform any and all incidental services not specifically set forth in the Agreement that are necessary to fully complete the scope of services described in the Agreement.

AMENDMENTS

The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

SCHEDULE FOR COMPLETION OF SERVICES

Time is of the essence. The Consultant shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.

The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Consultant must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Purchasing Division to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Consultant.

EQUAL EMPLOYMENT OPPORTUNITY (EQUAL OPPORTUNITY CLAUSE)

During the performance of this contract, the Consultant agrees as follows:

- The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Consultant's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Consultant will include these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the Department, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

INDEMNIFICATION:

Consultant agrees to indemnify, defend and hold the City of Columbia harmless from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or destruction of any property, or court costs or attorney's fees resulting from any and all negligent acts or omissions of Consultant or any Subcontractor to this Agreement or any of their respective Directors, Officers, Partners, Principals, Employees or Agents. Neither this Agreement nor any Subcontract will create any contractual relationship between any Subcontractor and Engineer, nor any liability of Engineer to any Subcontractor.

HOLD HARMLESS:

The Consultant shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Consultant's performance or nonperformance of the services or subject matter called for in the Agreement. The Consultant shall not be liable for property and bodily injury that may result from the negligence of any construction Contractor or construction subcontractor.

INSURANCE:

- The firm shall procure and maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, that may arise from them during operations under this contract.
- Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

- Liability: The Consultant shall provide to the City evidence of General Liability insurance in an amount not less than one million and no/100 (\$1,000,000) per occurrence and two million and no/100 (\$2,000,000) dollars aggregate.
- Professional Liability
- The Consultant shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements. The City of Columbia shall be named as an additional insured on the policy.
- The minimum E&O Policy limits to be provided shall be \$1,000,000 per occurrence and \$2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.
- Upon receipt of written request, the City of Columbia shall be included as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis.

LICENSES, PERMITS AND TAXES

The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under the Agreement. The Contractor shall be responsible for any costs relating to same.

The Contractor shall procure a City of Columbia business license while performing services under the Agreement.

TERMINATION OF AGREEMENT

The City may terminate the Agreement at any time upon any of the following grounds:

- Non Appropriation - Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- Termination of Agreement for Cause - If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the City.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant and the City may withhold any payments to the Consultant until such time as the exact amount of damages due to the City from the Consultant is determined.

The Consultant fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

- Termination for Convenience of the City - The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

- Force Majure;
- Upon expiration of the term of this Agreement; and
- By mutual agreement.

REMEDIES

In the event of termination, the Consultant shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Consultant be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Consultant be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein. The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City if the Contractor neglects, fails, or refuses to meet the deadlines set forth in this Agreement. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Agreement.

DUTIES UPON TERMINATION

At termination of this Agreement, the Consultant shall immediately provide the City with all records and data in any format the Consultant is capable of producing and at no cost to the City, which were generated, created or received by the Consultant in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Consultant's successor. All records shall be free from any proprietary claims or interest. The Consultant agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

OWNERSHIP OF PROJECT DOCUMENTS

All data, documents or other information of any description generated by or used by the Consultant or any subconsultant retained by the Consultant and related to the services required by the Agreement shall be the property of the City and shall not be used by the Consultant for any purpose whatsoever except to perform the services required by the Agreement.

NOTICE

Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Division, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217. Written notice to the Consultant shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

ACCESS TO RECORDS

The Consultant shall make available for examination by the City all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement. In addition, the following access to records requirements apply to the Agreement:

- The Consultant agrees to provide the City, the HUD Representative, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The Consultant agrees to provide the City of Columbia or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

ASSIGNABILITY/SUB-CONTRACTING

The Consultant shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent from the City. The Consultant shall be as fully responsible to the City for the acts and omission of its sub-consultants, as it is for the acts and omissions of persons directly employed by the Consultant.

The Consultant shall furnish and cause each of its sub-consultants to furnish all information and reports required hereunder.

INDEPENDENT CONTRACTOR

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

USE OF RECOVERED MATERIALS

The Consultant shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the Agreement performance schedule;

- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

OVERSIGHT

The City will maintain oversight to ensure the Consultant performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).

The Consultant shall be responsible for performance of all services required by the Agreement. The Consultant does not act as the City's agent or employee.

SUSPENSION AND DEBARMENT

The Consultant is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180 (2 CFR §200.212). The Agreement is a covered transaction for the purposes of CFR Part 180 and 2 CFR pt. 3000. As such the City is required to verify that none of the Consultant(s), its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

The Consultant must comply 2 CFR 180, sub-part C and 2 CFR Part 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

Execution of the Agreement is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 CFR Part 180, sub-part C and 2 CFR Part 3000, sub-part C in addition to remedies available to the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Consultant agrees to comply with the requirements of 2 CFR Part 180, sub-part C and 2 CFR Part 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project. The Consultant further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The Consultant shall notify the City if the firm or sub-consultant becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with the section entitled Termination of Agreement.

CONFIDENTIALITY

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Consultant under the Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

INTEREST OF CONSULTANT

The Consultant covenants for himself and on behalf of his employees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Columbia. The Consultant further covenants that in the performance of the Agreement no person having such interest shall be employed.

The Consultant is expected to make her services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Consultant has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Agreement.

MISCELLANEOUS

- Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- The Consultant shall furnish and cause each of its sub-Consultants to furnish all information and reports required hereunder.
- In the event there are any disagreements between the City and the Consultant with regard to any of the requirements, specifications or interpretation of the Agreement, the Consultant agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.
- The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Consultant agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney's fees and the Consultant agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Consultant.
- The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.
- The Agreement represents the entire Agreement between the City and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only a written Amendment signed by both the City and the Consultant may amend the Agreement.
- The failure of either the Consultant or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial

payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

- In the event any provision of the Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- The Agreement is subject to City Council approval.
- The Consultant is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, "A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
 - Influence the discharge of a public official's, public member's, or public employee's official responsibilities;
 - Influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
 - Induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities. *Anything of value* includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.
- The Consultant will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.
- In the event any provision of the Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- The Agreement shall be binding upon the respondent and upon its successors and assignees.
- The Consultant shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- The Consultant acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultants actions pertaining to the Agreement.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.

PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and the City issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subconsultant is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Consultant will not subcontract with any subconsultant where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subconsultant has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and the City issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its consultants and subconsultants, its successors

and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

BYRD ANTI-LOBBYING AMENDMENT:

Consultants that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

APPENDICES

Appendix A - Conflict of Interest Statement

Appendix B – Non-collusion Affidavit

Appendix C – Affirmative Action Utilization Goals including Labor Surplus Utilization Plan

Appendix D – References

Appendix E - City of Columbia Holiday Schedule

Appendix F – Business Information Record

APPENDIX II - CONFLICT OF INTEREST STATEMENT

The City is respectfully requesting information to ensure that any actual or potential Conflicts of Interest (COIs) are properly recorded, reviewed and addressed in a manner as deemed appropriate by the City. It is our goal to protect the integrity of the procurement process and to ensure that no unfair competitive advantages exists or existed during any stage of the process. The City, in its sole discretion, will take the steps required to neutralize, mitigate or to perform any other action to resolve any potential or actual conflict of interest if discovered during this discovery phase.

Some examples of COIs in an organization may include, but are not limited to the following:

- Unfair Advantage: Assisting or preparing the organization in crafting written specifications, scopes of work or statements of qualifications and subsequently responding to the solicitation.
- Potentially biased or impaired objectivity: Assisting the organization with evaluating or assessing the performance of products or services of other potential bidders and also submitting a response to the solicitation.
- Unequal access to information not shared with other potential bidders or respondents: Gaining access or pre-solicitation access to non-public information prior to official release (i.e. budget/funding information, procurement information, proposed evaluation criteria, prior award info obtained from the organization through non-FOIA means, etc.).

I, _____ (Offeror/Contractor), on behalf of myself and my company, and my subcontractors, if applicable, certify the following, under penalty of perjury, that to the best of my knowledge and belief:

- No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and

- I understand and acknowledge that my failure to disclose any affiliation or relationship that creates or may create a Conflict of Interest shall be deemed a material misrepresentation and sufficient reason for Offeror and Offeror's company to be disqualified, suspended, and/or excluded from participating in this and any future solicitation and procurements as well as removal from the City of Columbia vendor database. It may further result in termination of any contractual relationship with the City of Columbia and may be grounds for disciplinary action, up to and including debarment by the City, fines, penalties, imprisonment, or civil suit to be brought against Offeror or Offeror's company.
- That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's sub-contractor(s), nor does Offeror or Offeror's sub-contractors have any interest that would conflict in any manner or degree with the performance related to this Solicitation or Agreement.
- I warrant that I and my sub-contractor(s), if any, have not employed or retained any company or person other than a bona fide employee working solely for the Offeror's company or sub-contractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my sub-contractor(s), if any, have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Offeror's company or Offeror's sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
- I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or sub-contractors may have in competing for the Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage

exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

- I have complied with the following:

No questions (including Compliance Program related questions) may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, other City staff not identified in this solicitation as points of contacts during the period of time that this solicitation is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration. Gloria Saeed is the Procurement Contact for this solicitation.

List any Actual or Potential Conflicts of Interest below or check the box below to certify that none exists. Failure to fully disclose information may result in penalties and/or sanctions as outlined in #2 above.

Please check only one box below.

- No known actual or potential Conflicts of Interest are subject to disclosure.**
- All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by the City of Columbia, SC.**

- I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-contractors, if any, in performing the services under the Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-contractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
- By signing this statement, I certify for myself and on behalf of my company and any of my sub-contractors that I have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (Ethics Act). I acknowledge and understand that the City may rescind any Agreement and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or sub-contractors participate, directly or indirectly, in the evaluation or award of public Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
- **Has anyone in your company been privy to any information regarding this solicitation prior to January 31, 2018. If so, please explain.**

- **Prior to the solicitation release date on January 31, 2018, has anyone in your company attended any meetings, either internally or externally, where the above referenced solicitation was discussed either in whole or in part?**

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me

this _____ day of _____, 2018.

(Notary Public)

My commission expires _____

APPENDIX B – NON-COLLUSION AFFIDAVIT

State of _____ County of _____
being first duly sworn deposes and says that:

- He is _____ of _____, the Bidder that has submitted the attached Bid:
- He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- Such Bid is genuine and is not a collusive or sham Bid:
- Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and
- The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary Public)

My commission expires _____

APPENDIX C – AFFIRMATIVE ACTION UTILIZATION GOALS

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Enterprise Businesses (DBEs) including, but not limited to, Small Businesses (SBEs), Minority Businesses (MBEs), Women-Owned Businesses (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, subcontractors and suppliers on its procurement and contracting offerings.

Additional information on the City’s affirmative action goals and objectives may be obtained by contacting the following office:

City of Columbia Office of Business Opportunities
1225 Lady Street, Suite 102
Columbia, SC 29201
(803) 545-3950
www.columbiasc.net/OBO

The City’s success in tracking the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or subcontractor) is dependent upon the business community partnering with us in this important endeavor.

Each firm submitting a bid, offeror or RFQ shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Affirmative Action Utilization Plan Form included in your bid packet and sign to certify if your business is a SMWBE and the anticipated percentage of work that you intend to subcontract to assist the City with its DBE goals.

SUBCONTRACTING GOALS

As a result of this contract/agreement, the subcontracting goals are as follows:

SB Goals _____ %
MBE _____ %
WBE _____ %
LSA _____ %

The contractor will also be expected to ensure subcontractor performance during the period of performance and include optional periods as applicable. Achievement of these goals is expected during the life of the contract/agreement to include any changes incorporated by modification to the contract/agreement.

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE MBE WBE Other

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total SBE Participation Percentage to be subcontracted _____%

Total MBE Participation Percentage to be subcontracted _____%

Total WBE Participation Percentage to be subcontracted _____%

Total Other DBE Participation Percentage to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

Labor Surplus Utilization Plan

In accordance with federal requirements, the City also encourages the use of firms located in labor surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendor/suppliers.

If your business is located in a labor surplus area,
Please check here:

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Signature
Date

(Print Name)
Name

Business

APPENDIX D – REFERENCES

Please include four (4) references, which shall all be government agencies, including parking authorities. These references should be within the past five (5) years. All of the references must have used your company for services similar to those outlined in the Scope and Statement of Work. Include the following information for each client. References should be for those professionals managing the project and the system.

Reference Entity Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Name: _____

Reference Entity Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Name: _____

Reference Entity Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Name: _____

Reference Entity Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Name: _____

APPENDIX E – CITY OF COLUMBIA HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2018

Holiday	*Official & Designated Day – Date - 2018
New Year's Day	Monday – January 1, 2018
Martin Luther King, Jr. Day	Monday – January 15, 2018
Friday before Easter	Friday – March 30, 2018
Memorial Day	Monday – May 28, 2018
Independence Day	Wednesday – July 4, 2018
Labor Day	Monday – September 3, 2018
Thanksgiving Day	Thursday – November 22, 2018
Day After Thanksgiving Day	Friday – November 23, 2018
Day in conjunction with Christmas	Monday – December 24, 2018
Day in conjunction with Christmas	Tuesday – December 25, 2018

APPENDIX F – BUSINESS INFORMATION RECORD

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishing materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for proposed changes.

MUST BE TYPED AND REFLECT ONLY THOSE PROVIDING A SERVICE “NO LINE STRIKE THROUGH”

Business Name/ Address	Contact Name & Telephone	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE (indicate all that apply)	Is your Business CDBE Approved? Yes or No
				%		
				%		
				%		
				%		
				%		

TOTAL: \$ _____

I certify this information is true, correct, complete and active.

Business Name: _____

Representative Name / Title: _____

Date: _____