



CITY OF COLUMBIA, SOUTH CAROLINA

Request for Proposal (RFP)

**Environmental Monitoring, Testing, and Clearance Services
RFP008-19-20-SSL**

Issuance Date: October 31, 2019

Non-Mandatory Pre-Proposal Meeting: November 7, 2019 at 10:30 AM (EST)
1800 Main Street, Second Floor
Columbia, S.C. 29201

Last Day to Submit Questions:
November 11, 2019 at 5:00 PM (EST)

Questions and Responses to this RFP must be submitted to:
<https://columbiasc.ionwave.net>

Response Deadline: November 21, 2019, 10:30 AM (EST)
Send Hard and Digital Copies to:
1800 Main Street – Second Floor
Columbia, S.C. 29201

Attention: Shannon Lizewski, CPPO, Deputy Director

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I. GLOSSARY OF TERMS

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Administration: Performance of executive duties.

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

A/E (Architect or Engineer) Professional Services: Services that require performance by a registered architect or engineer. Professional services of an architectural or engineering nature that are associated with research, planning, development, and design for construction, alteration, or repair.

Asbestos Containing Material (ACM): Any material containing more than one percent asbestos. These materials are considered hazardous and associated with certain diseases and health concerns.

Assignment: Legal transfer of a claim, right, interest or property.

Capability: The ability of an Offeror to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the "Owner" or "Utility".

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the firm.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by an Offeror, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Design Specification: A type of specification that establishes the characteristics an item must possess, including details indicating how it is to be manufactured. May include engineering plans or drawings, and blueprints. It states to the contractor in prescriptive terms what the contractor must provide to the buyer.

Engineer: An engineer is an individual, partnership, or corporation that designs materials, structures, machines, and systems, considers the limitations imposed by practicality, safety, and cost, and adheres to local and national building codes.

Functional Specification: A specification setting forth the results required from the supply or service.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the Bidder/Offeror advising that the bid was received late (after the due date and time) and cannot be accepted.

Lead Based Paint (LBP): Any "paint, surface coating that contains lead equal to or exceeding one milligram per square centimeter (1.0 mg/cm²) or 0.5% by weight."

Mandatory Requirements (Conditions): Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

Offeror: The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term *Bidder* is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

Pre-Bid/ Pre-Proposal Conference (Meeting): A meeting held by the buyer with potential Bidders/Offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

Price: The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

Project Manager: Designated individual within the agency to administer a specific task or contract.

Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

Responsible Bidder/Offeror: Also referred to as Responsible Proposer or Respondent. A firm, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive Bidder/Offeror: Also referred to as Responsive Proposer or Respondent. A firm, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the RFP and all of its requirements, including all form and substance.

Service/Services Contract: An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

Scope of Work/Services: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

Subcontractor: Any person or business entity employed to perform part of a contractual obligation under the control of the principal contractor. Any supplier, distributor, or firm that furnishes supplies or services to a prime contractor or another subcontractor.

(Definitions above provided by the National Institute of Governmental Purchasing, Free Dictionary.com, Merriam-Webster.com & Business Dictionary.com)

II. GENERAL INFORMATION

Sealed proposals in response to this RFP are being solicited by the City of Columbia, Department of Procurement and Contracts, for the above titled project. Proposals must be submitted electronically through eBidcolumbiasc, the City's e-Procurement System at <https://columbiasc.ionwave.net> by the date and time specified herein. Hardcopy submittals must be sent to *City of Columbia, Department of Procurement and Contracts, 1800 Main Street, Second Floor, Columbia, South Carolina 29201*; Attn: *RFPO08-19-20-SSL, Shannon Lizewski, CPPO*. Detailed instructions for submitting responses to this RFP can be found under Section VI. *Mandatory Response Requirements and Submittal Format*.

A non-mandatory pre-proposal meeting is scheduled as provided herein.

The City of Columbia, hereinafter referred to as the "City", will conduct a formal selection process to determine the highest ranked, responsive, and responsible Offeror(s) whose proposal is determined to be the most advantageous to the City. A selection committee will review and evaluate the proposals. Top scoring Offerors may be short listed and invited to interview (if necessary) for the project. The determination of the successful Offeror (hereinafter referred to as the "Offeror/Respondent/Contractor/Firm") will be based on a variety of criteria including, but not limited to, the qualifications, and experience of the Contractor; and the consideration of the price and evaluation factors set forth in this RFP to identify the Offer that is the most advantageous to the City.

The City is an equal opportunity employer and encourages Local Business Enterprise (LBE), Small, Women-owned, Minority, Veteran, or Disadvantaged or Historically Underutilized Business in accordance with SBA guidelines and/ or similar state or federal certification programs participation to the extent legally feasible.

Community Development Block Grant (CDBG) program Federal provisions will apply to this RFP. Federal provisions require that every effort be made to use and contract with small, minority-owned and/or woman-owned businesses in the procurement process. The successful Offeror(s) is required to solicit small, minority-owned and/or woman-owned businesses as subcontractors and potential partners on this project. The City will review the subcontractor business information record for this RFP for compliance to the CDBG requirements. See Appendix J – Conditions of Federal Funding and Federal Labor Standards Provision for Contracts. Community Development Block Grant – Disaster Recovery (CDBG-DR) funds will be used for this project.

III. BACKGROUND

The City of Columbia is soliciting bids from qualified environmental service firms to provide environmental monitoring, testing, and clearance 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 Disaster Recovery (CDBG-DR) funded projects and is seeking firms with knowledge of environmental procedures, expertise in Lead-Based Paint (LBP) and Asbestos compliance monitoring, verification sampling, and reporting for properties determined through Tier 2 Assessments to require these services.

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 funds 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 environmental monitoring and clearances during and post-remedial construction activities on residential properties included in the City's CDBG-DR residential rehabilitation programs. There may also be homes that will be demolished and replaced that will require environmental services to support demolition, compliant disposal, and structure replacement. These activities must comply with all HUD and NEPA regulations to obtain environmental clearances and documentation to support the City's residential rehabilitation programs.

IV. SCOPE OF WORK

The City reserves the prerogative to award multiple contracts for the required services. Contracts will be for one year, with two (2), one-year renewal options that may be exercised at the City's sole discretion. Contracts, including any option years, will have a not-to-exceed value of \$750,000.

RESIDENTIAL REHABILITATION:

The Columbia Homeowner Assistance, Small Rental Repair, 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. The City has completed Tier 1 and Tier 2 environmental reviews in accordance with HUD and NEPA requirements and has documented the findings in ERRs for each property in the program. Based on ERR findings, many of the properties in the City's residential rehabilitation programs have LBP and asbestos-containing materials at levels that require remedial action as part of the rehabilitation construction planned for the properties.

The selected firms will provide regulatory required support during residential remediation and construction activities including but not limited to: required testing and monitoring for environmental hazards such as LBP and asbestos; monitoring compliance with HUD's Lead-Safe Housing Rule (24 CFR Part 35); and oversight and clearance sampling to assure remedial actions have met regulatory and remedial objectives and are properly reported. At the conclusion of the sampling and monitoring work, the contractor will provide the City with a report that describes the work that was accomplished, samples that were collected with laboratory analytical results, and a determination that the remedial objectives were achieved for the scoped repairs. 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 clearance sampling. The selected firms (and any subcontractors/team members performing required tasks) shall have and demonstrate proof of all the required Federal, state, and local licenses and certifications to perform the required scope of work, including but not limited to:

- 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.

ON-CALL ASBESTOS AND LEAD-BASED PAINT SAMPLING AND ANALYSIS:

In the event of scope changes during ongoing residential construction repairs, the City may require additional environmental sampling and analysis to confirm the presence of ACM or LBP materials. The selected firms will provide qualified resources to collect appropriate samples and perform laboratory analysis with recommendations to assist the City in determining appropriate construction repairs and/or disposal of construction materials associated with any changes in construction scope as requested. The selected firms (and any subcontractors/team members performing required work) shall have and demonstrate proof of all the required Federal, State, and local licenses and certifications to perform the required scope of work including but not limited to:

- 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.

DEMOLITION:

The City may also choose to demolish and replace those residences where repair and rehabilitation is not a practical or cost-effective alternative. Many of these homes have asbestos that will require environmentally compliant demolition and disposal.

The selected firms will provide regulatory required support during residential demolition and disposal activities including but not limited to any required testing and monitoring for environmental hazards such as asbestos. The selected firms (and any subcontractors/team members performing required tasks) shall have and demonstrate proof of all the required Federal, state, and local licenses and certifications to perform the required scope of work, including but not limited to:

- South Carolina Department of Health and Environmental Control (DHEC) as a Building/Asbestos Inspector to provide residential inspection and testing services for asbestos.

V. ELABORATION AND CLARIFICATION

Do not make assumptions about the meaning or accuracy of information contained herein. Ask for clarification of assumptions prior to submitting a response to this RFP. If you do not ask questions or clarify any assumptions, the City will assume that you agree with and understand the requirements in the RFP. Any clarification of assumptions and exceptions to the terms, conditions, provisions, and requirements must be specifically noted in the form of a question and submitted to the City by the date and time provided herein. The City will assume that any Offeror that responds to this RFP accepts all of the RFP

terms, conditions, provisions and requirements, except as expressly and specifically stated by the Offeror in its response to this RFP.

Exceptions to the terms, conditions, provisions, and requirements in this RFP and the sample contract terms and conditions, must be submitted in writing, clearly marked "Exceptions", by the question deadline. Otherwise, the City will assume that any Offeror that responds to this RFP fairly accepts all of the RFP and sample contract terms, conditions, provisions and requirements.

Questions:

Questions must be submitted to: <https://columbiasc.ionwave.net> (eBidColumbiaSC)

Using eBidcolumbiasc, the user must be logged in, and under the Bid tab, click "Bid Questions and Answers." The deadline for additional information and questions is listed under the Tentative Schedule of Events. The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Columbia.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this RFP as points of contacts during the period of time that this RFP 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.

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.

VI. MANDATORY REQUIREMENTS AND SUBMITTAL FORMAT

All responses ***must*** be submitted digitally to eBidColumbiaSC, the City's e-Procurement System at <https://columbiasc.ionwave.net/> no later than the date and time provided herein. All late submittals will be rejected.

Respondents ***must also*** deliver one (1) original **UNBOUND** copy, three (3) bound hard copies and one (1) digital copy (e.g., CD, USB flash drive) of the information requested herein. Hardcopy submittals must be clearly labeled on the outside of the envelope with the following wording: "**RFP008-19-20-SSL, Environmental Monitoring and Clearance Services**" and forwarded to City of Columbia, Department of Procurement and Contracts, 1800 Main Street, 2nd Floor, Columbia, SC 29201, Attention: Shannon Lizewski. The City is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery.

Responses must include all of the information required in this RFP, and may include any additional information that the Contractor deems pertinent to the understanding and evaluation of its response.

All submittals shall become the property of the City of Columbia and are subject to Freedom of Information Act (FOIA) regulations.

Any submittal determined to be non-responsive to the specifications or other requirements of this solicitation, may be disqualified without evaluation. The City of Columbia shall reserve the right to clarify and seek supplemental information to any submittal.

Print size shall be 12 pt. font minimum, on 8½ by 11 paper, one-sided or two. One sheet printed on both sides counts as two pages. Submittals shall not exceed 50 pages.

Notwithstanding any other provisions of this RFP, the City of Columbia 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 City of Columbia. Furthermore, it is within the right of the City of Columbia to reject responses that do not contain all elements and information requested in this document.

Submittals must include the following information divided by tabs:

A. Cover Page

Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number); **RFP008-19-20-SSL, Environmental Monitoring and Clearance Services**; DUNS Number, Date of Submission, and include the signed certification below:

I certify that this submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response to this RFP, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the RFP and certify that I am authorized to submit this response. By submitting this response to the City of Columbia, I offer and agree that if the response is accepted, I 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 proffers final payment.

Authorized Signature (Print)

Authorized Signature w/ Title

E-mail Address

B. Cover letter and Company Overview

The cover letter must include the following:

- a. Name of primary point of contact / Project Manager, company name and address, and the name, telephone number, and email address of the person or persons authorized to represent the Respondent regarding all matters related to the response

- b. Company overview
- c. Statement of Interest
- d. List of all offices and their addresses
- e. Company's website address
- f. Number of employees (retained consultants, subcontractors, and any other contract employees must be noted separately)
- g. Name of primary contact, and their physical address, email address, telephone and fax number
- h. Statement that all terms and conditions have been reviewed and are agreed to.
- i. Letter must be signed by the person authorized to bind the firm to all commitments made

C. Minimum Qualifications / Professional Qualifications and Licenses/Certifications of Assigned Resources

The offeror should have a minimum of three years' prior similar experience with residential rehabilitation programs for single family homes specifically. Provide three project descriptions that demonstrate similar and relevant experience for this contract.

List of all PROPOSED PERSONNEL, SUBCONTRACTORS, TEAM MEMBERS, ANALYTICAL LABORATORIES that will perform work associated with this contract.

PROOF OF REQUIRED LICENSING AND CERTIFICATIONS to perform all work tasks. Offeror must demonstrate that personnel, including subcontractors and analytical laboratories, assigned to the project comply with all applicable South Carolina DHEC and EPA licensing and certification requirements to conduct asbestos and LBP sampling, monitoring, laboratory testing, and reporting.

D. Previous Relevant Experience, References

THREE RELEVANT PROJECT DESCRIPTIONS within the past 10 years that demonstrate similar experience to the tasks required under this contract. Include contact information for a reference who is knowledgeable about the project and contractor role and performance.

E. Cost Proposal including the following:

- Labor categories for professional and field staff hourly/daily rates; provide yr 1, yr 2, and yr 3 pricing. Please provide a brief description of each category including years of experience, certification, etc.

- Subcontractor pricing (see Appendix G);
- Types of laboratory samples and unit pricing for samples; provide rates for analyses (see Appendix I)
- Equipment List and Pricing, if required;
- If daily pricing is applicable for personnel or equipment, provide pricing for 1-30 days, 31-90 days, 90+ days
- Reporting and other expenses (specify what other expenses) or costs associated with the performance of this contract.
- Profit (show all % mark-ups on all rate sheet entries)

VII. TENTATIVE SCHEDULE OF EVENTS

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

Event	Date	Time (if applicable)
RFP Issuance Date	October 31, 2019	
Non-Mandatory (but highly encouraged) Pre-Proposal Meeting	November 7, 2019	10:30 AM
Last Day to Submit Questions	November 11, 2019	5:00 PM
Submittal Deadline	November 21, 2019	10:30 AM
Intent to Award	December 4, 2019	
Council Approval	December 17, 2019	

VIII. AWARD CRITERIA

Award(s) will be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the City. Proposals must be responsive to all requirements.

DISQUALIFICATIONS OF PROPOSALS:

- Late Submittals: Bids that are received after the deadline date and time shall be automatically disqualified.
- Non-responsive Bids: Bids 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 submittals 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 Offerors 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 bid or termination of a contract.

EVALUATION CRITERIA:

It is in the sole discretion of the City to determine the award method. The City intends to award the highest ranked, responsive, and responsible Offeror whose response is determined to be the most advantageous to the City. Submittals must be responsive to all requirements.

Submittals will be evaluated per criteria listed below:

Proposal Criteria	Points
Professional Qualifications and Licenses/Certifications of Assigned Resources	30 points
Previous Relevant Experience, References	30 points
Proposed Labor, Subcontractor, Equipment, Laboratory Rates in a Rate Sheet that Indicates Yr1, Yr2, Yr3 Rates, % Profit	20 points
Respondent has provided Cover Letter, List of Personnel, Subcontractors, Team Members, Analytical Laboratories, Proof of Appropriate Certifications and Licensing, Project Descriptions, and Rate Sheets as Requested	20 points

A committee will review each submittal based upon the evaluation criteria. The committee may produce a list of the top rated responses (short list) and may recommend the top-rated Offerors be selected for possible interviews. Offerors may or may not be interviewed and the City reserves the right to conduct interviews at its sole discretion.

Should the City move to interviews, Offerors selected to interview will be scored separately based on the interview. All Offerors selected to interview will enter the interview phase with a score of zero. Selection of the highest ranked, responsive and responsible response deemed most advantageous to the City will result from the interview scores solely.

For the interview phase, a standard set of questions will be asked to each Offeror. The rating committee reserves the right to ask for clarification on any question or response to a question. Each Offeror must be interviewed separately. If the Offeror representatives (being interviewed) do not clearly differentiate themselves from one another, the evaluator should give all of the Offerors the same score. The evaluator may give all Offerors the same score if there is no dominant differential. Each individual should be rated on a scale of 1-13-25.

Interview Criteria	Points
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Represents that the Offeror provides significantly higher value than the average interviewee (clearly shows differential, clearly shows that the individual has expertise doing this type of work showcases an exemplary design and installation process).	25 points
Represents that the Offeror is about average (or there is insufficient information to make a clear decision)	13 points
Represents that the Offeror is significantly below the average (shows deficiency, provides no evidence to prove expertise doing this type of work)	1 point

The resulting contract(s) will be in the form of a Fixed-Unit Rate, Not-to-Exceed Value Contract. Contracts will be awarded to the responsible firms whose bids are most advantageous to the program, with price and other factors considered. Price is important, but the City is not obligated to award based on lowest price. All costs must be provided with enough detail so that the City can effectively evaluate price reasonableness.

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.

CONTRACT NEGOTIATIONS:

After a review of the responses, the City of Columbia may make one or more awards. The City of Columbia may also open discussions with one or more offerors to clarify and finalize all aspects of services and fees. The City of Columbia may also request oral interviews if determined to be necessary.

If a contract is not finalized in a reasonable time period, the City of Columbia reserves the right to move to the next highest ranked Offeror.

AWARD OF CONTRACTS:

The resulting contract(s) will be in the form of Fixed-Unit Rate, Not-to-Exceed Contracts. Contracts will be awarded to the responsible firms whose bids are most advantageous to the program, with price and other factors considered. Pricing and rates are important factors in the evaluation of responses. However, the City of Columbia is not required to select the lowest cost offeror but intends to shortlist one or more

contractors based on evaluation rankings and what is most advantageous to the City that demonstrates the *best value* overall and meets the objectives of this RFP. The City of Columbia reserves the right to negotiate a change in any element of contract performance or cost identified in the RFP.

The offerors to whom contracts are awarded shall be required to enter into written contracts in a form approved by the City of Columbia. This RFP and the response, or any part thereof, may be incorporated into and made a part of the final contract.

The City of Columbia reserves the right to award to one or more Offeror for property services resulting from this solicitation. A list of approximately 250 properties has been identified. Work will not be released all at one time (see Contract Administration). No funds shall be expended prior to approval.

CONTRACT DURATION:

The Contract is expected to be for one year with two additional 1-year renewal options for a total potential engagement of up to three years after the issuance of a Notice to Proceed and City of Columbia, SC purchase order. The City of Columbia reserves the right to renew contracts on an annual basis following the contracted one-year period until work is complete.

CONTRACT ADMINISTRATION:

Upon successful negotiation of the contract, the City will issue a Work Order requesting a cost estimate for work at one or more properties and issue Purchase Orders beginning with Work Order One followed by a Notice to Proceed (NTP) to accomplish environmental monitoring and clearance services for homes undergoing various remediation, repairs, or demolition within the CDBG-DR program. Contractor will not begin work until a NTP has been provided. In the event multiple contracts are awarded, the first work order assignment will go to the highest ranked Respondent, with subsequent work being requested of contractors in order of evaluation scores of shortlisted contractors. The requests may be for single or multiple properties. Any existing lead and/or asbestos reports will be provided to the Contractor(s) along with the scope of proposed repairs for information to develop cost estimates for environmental monitoring, clearance, or disposal requirements for the property(ies). The Contractor(s) will be expected to use approved Contract rates to develop cost estimates for their work. The City will evaluate the proposed cost estimates proposed Level of Effort (LOE), labor categories proposed for the work, and the City and Contractor(s) will negotiate LOE and schedules for each Work Order. The City will issue Purchase Orders based on achieving fair and reasonable price to meet the City's requirements as stated in the Work Order. The City also reserves the right to negotiate with another Contractor if mutual agreement with one Contractor cannot be achieved on any given Work Order.

Work and Purchase Orders shall be within the scope of the awarded Contract, issued within the period of performance, and be within the maximum value of the contract. The maximum value of each contract awarded under this procurement is \$750,000.

Each Work Order shall identify the properties, all tasks to be performed, and all deliverables to be provided under the order.

Work Orders shall not be artificially divided to circumvent procurement regulations.

At any given time, the City will issue Work Orders for services as specified within the general scope of the Contract.

The City will consider the Contractor's efforts and workload capacity at the time the proposed orders are identified to determine their ability to handle the work. The Contractor shall ensure there is adequate coverage for all assigned work.

Work Order requirements may be grouped for inclusion of several properties by geographical proximity and convenience. This does not and will not provide geographical preference to the Contractor but will take into consideration work in the same geographical areas/locations within the scope of the Contract.

The period of performance for the Work will be identified in the contractor's proposed schedule.

All costs, direct and indirect, incurred in the preparation and negotiation of cost estimates are the Contractors' responsibility. The City will not pay for any proposal preparation.

IX. GENERAL INFORMATION AND INSTRUCTIONS (as applicable)

A. Procurement Process

The RFP is not a bid. In the event the City elects to negotiate a contract, any contract shall contain, at a minimum, the terms and conditions (or substantially the same terms and conditions) as provided in the appendices. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

B. Questions

Questions must be submitted to: <https://columbiasc.ionwave.net> (eBidcolumbiasc)

Using eBidcolumbiasc, the user must be logged in, and under the Bid tab, click "Bid Questions and Answers." The deadline for additional information and questions is listed in the Tentative Schedule of Events herein. The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Columbia.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this RFP as points of contacts during the period of time that this RFP 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.

C. Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the City by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word "Confidential."

D. Respondent's Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the City's requirements and the scope of the services to be provided. Respondents have a duty to request any information from the City as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Paragraph B of this section. No contract amendment will be granted or additional compensation permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent's duty to become acquainted with the City's circumstances and requirements.

E. Time for Receiving Proposals

Proposals submitted online prior to the time of opening will be encrypted and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no proposals thereafter will be considered.

F. Submittal of Proposals

All responses to this RFP must be clearly marked **RF005-18-19-NMJ**. A minimum of one (1) original **UNBOUND** copy, five (5) bound hard copies and one (1) digital copy containing the data requested shall be submitted. All proposal documents shall be submitted using eBidcolumbiasc no later than the date and time listed under the Tentative Schedule of Events here. CDs and hard copies shall be submitted to City of Columbia Procurement and Contracts Department, 1800 Main Street, 2nd Floor, Columbia, SC 29201. All late proposals will be rejected. The City is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery. Proposals will be publicly opened at the date and time listed in above at 1800 Main Street, 2nd Floor, Columbia, SC in the 2nd floor conference room.

G. Acceptance and Rejection

Any submittals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing respondents. The City is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City deems such information necessary to further evaluate the firm's qualifications.

H. Acceptance Period

Any submittal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the submittal may be withdrawn at the written request of the respondent if no award has been made. If

the RFP is not withdrawn at that time, the submittal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Proposals

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the Offeror in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

J. Offerors Present

At the time fixed for the opening of proposals, their contents will be made public for the information of Offerors and the general public. Offerors will not be permitted to examine the proposals until award is made.

K. Alternate Proposals

Any proposal which does not conform to the specifications contained or referenced in the RFP may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

L. Ambiguous Proposals

Proposals which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

M. Conflict of Interest; Contingency Fees; Non-Collusion Affidavit

The following terms and conditions regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors will be included in the Agreement for this project.

1. Conflict of Interest. See Appendix A. Respondents shall promptly notify the Contract Administrator or Procurement Manager, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake, and request an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. The City will respond to such notification by certified mail within thirty (30) days.

By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict as may be set forth herein.

No direct or indirect contact with the mayor of the City of Columbia or City of Columbia Council members will be allowed. If such contact is made, the city reserves the right to reject the proposal.

2. Prohibition against Contingent Fees. The Respondent warrants that he and his

Subcontractor(s) have not employed or retained any company or person other than a bona fide

employee working solely for the consultant or Subcontractor(s) to solicit or secure this Agreement and that he and his Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or his Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Contract.

For any breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

3. Non-Collusion Affidavit. See Appendix B. More than one proposal from an individual, firm, partnership, corporation, association or related parties under the same or different names will not be considered. If the City believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. "Related parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

O. Protest Procedures

1. Right to protest: Any actual or prospective Bidder, Offeror, respondent, or Subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.
2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved Bidder, Offeror, respondent or Subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
6. Request for review. The request for a review shall not stay the contract unless fraudulent.

P. Sales Tax and/or Use Tax (April 2019)

Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance to the SC Tax Commission Sales and Use Tax Regulation 447-174-95. Please also see Invoicing Procedures.

Q. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the City.

R. Manufacturers Brochures and Specifications Data

Offerors shall submit manufacturer's brochures and specifications data as part of RFP response. Submittal of such data shall not be deemed a counter offer unless so noted in the RFP response sheet. Offerors failing to comply will be deemed non-responsive.

S. Default

In case of default, the City reserves the right to purchase any or all items and/or services on the open market, charging firm with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting firm shall be considered until the assessed charges have been satisfied.

T. Non-Appropriations

Any contract entered into by the Offeror resulting from this request for proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

U. Proposal Opening Delay

If it becomes necessary to postpone a proposal opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the proposal opening. When the purchasing agency is closed due to force majeure, proposal opening will be postponed to the same time on the next official business day.

V. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take

precedence. Formal objection is hereby made to any or different terms proposed by Offerors unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.

W. Affirmative Action Procurement and Contracting 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 Offerors, 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.gov/OBO

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

Each firm submitting a bid, offer, or RFP shall ensure their proposed submittal identifies the percentage of subcontracting anticipated for this effort. Please complete the Small Business 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 any subsequent contract/agreement, the subcontracting goals may be defined.

The respondent will also be expected to ensure Subconsultant 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.

By signing this bid proposal or Contract, as applicable, the Respondent or Offeror certifies that reasonable good faith efforts have been made to encourage participation of the aforementioned suppliers and Subcontractors and also have included certified minority and women-owned business enterprises on this project. Further, the Respondent or Consultant also certifies that the business will retain the documentation of these efforts and provide information to the City upon request.

The Successful respondent must comply with the terms and conditions as outlined herein. The Consultant, shall, in the performance of the contract/agreement, make constructive efforts to assist the City in complying with best practices in contracting as it relates to meeting affirmative action objectives.

X. ADDITIONAL INFORMATION AND INSTRUCTIONS

A. PAYMENT AND INVOICE PROVISIONS:

The total compensation to be paid by the City to the Contractor under this contract shall not exceed \$750,000.

Contractors shall adhere to the following procedures and requirements in the preparation and submission of invoices to the City of Columbia:

- The City's Project Manager or his/her designee must review all invoices prior to payment.
- The Contractor's invoice must contain sufficient detail by task and resource and should be easily aligned to the work completed as identified in the cost estimate and on the proposed schedule for the work. Work tasks used in the project estimate and schedule shall match those descriptions contained in the Contractor's invoice.
- The work completed on the Contractor's project estimate and schedule must be the basis for full or percentage of completion payment on the Contractor's invoice.
- The Contractor will not request payment for taxes on Professional Services, labor or installation fees.
- The Contractor will not invoice, or request payment for any equipment or services that may be specified in this Contract prior to the delivery of said equipment or performance of said services.
- The Contractor shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not have to pay for the advanced delivery of equipment that it was not expecting in that timeframe and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be agreed to in writing.
- All invoices shall include a valid Purchase Order number on the bill; if emergency purchases are required for any reason before a purchase order number is available, a copy of the emergency request for purchase should accompany the Contractor's invoice.
- The Contractor shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have concerning this project.
- The Contractor shall submit receipts for all actual expenses.
- Travel expenses including airfare and car rental shall be invoiced at cost, without markup and with approved documentation (Note: This section does not apply to travel within the Columbia region for work being performed for the Contract but only pertains to travel to and from Columbia if necessary to fulfill the terms of the Contract.).
- Lodging shall be invoiced at cost, without markup and with receipts, up to the per diem rate according to the GSA rates established at www.gsa.gov, based on the date of travel.
- Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and
- Other required non-labor expenses as may be applicable to the project and pre-approved by the City shall be invoiced at cost only; no markup allowed and with approved documentation.

Failure of the Contractor to follow these invoice requirements will result in the delay of payment of the invoices.

The Contractor shall submit invoices no more frequently than monthly for services rendered during that period of performance. 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 subcontract services specified in the Contract and identify if the subcontractor 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 Contractor, 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.

B. PROMPT PAYMENT TO SUBCONTRACTORS AND MATERIAL SUPPLIERS

The Contractor shall make subcontracting opportunities available to a broad base of qualified subcontractors 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 is required to pay all subcontractors and material suppliers for all work that the subcontractor has satisfactorily completed, no later than twenty (20) calendar days after the Contractor has received payment from the City.
- In addition, all retainage amounts received from the City by the Contractor must be paid by the Contractor to the subcontractor no later than fourteen (14) calendar days after the subcontractor has, in the opinion of the City Project Manager or his/her designee, satisfactorily completed its portion of the Work.
- A delay in or postponement of payment to the subcontractor or material supplier requires good cause and prior written approval of the City's Project Manager or his/her designee.
- The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
- The City will not pay the Contractor for subsequent work performed unless and until the Contractor ensures that the subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing of City lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. The Contractor must submit a Prompt Payment Affidavit, Subcontractor list that identifies each subcontractor (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including subcontract values and the date and amount of the last payment to such subcontractor(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

- Failure to comply with these prompt payment requirements is a breach of this Contract. The City reserves the right to pursue any and all remedies permitted under law for breach of contract, including, but not limited to, Contractor debarment.

The Contractor shall, in performance of the Contract, only use those subcontractors in the Contract upon which the Contractor's proposal was based. Subcontractor substitutions shall only be made upon the City's approval. 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 Contractor has successfully satisfied the department as to the services purchased. Purchase Order Number and/or Contract Number should be referenced on each invoice.

C. 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, during any negotiations, oral presentations, or in the preparation of cost estimates. Costs incurred prior to Notice to Proceed from the City are not allowable.

The successful offeror shall be solely responsible for meeting all terms and conditions specified in the RFP, its cost estimate, and any resulting contract and work orders. The Community Development Department shall approve subcontract(s) prior to signing the contract.

The Offeror's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible offerors and without effort to preclude the City of Columbia from obtaining the best possible competitive proposal.

D. TIME FOR COMPLETION:

The Contractor will begin work when the Contract and Work Order have been signed and a written Notice to Proceed has been executed. The Contractor will commence work within the time frame identified in the Notice to Proceed.

The Contractor 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 City

- Changes ordered in the work
- Strikes
- Lockouts
- Fire (if not caused by the Contractor)
- Delay in transportation
- Unavoidable casualties
- Or any other causes beyond the Contractor's control.

E. COOPERATION:

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

F. DEFAULT:

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

G. NOTICE:

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

H. 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 Contractor.

I. DISPUTES:

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

J. NON-COLLUSIVE AFFIDAVIT:

Each person submitting a proposal for any portion of the work contemplated under this IFB 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 IFB response.

K. 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 Contractor shall also take appropriate steps to assure compliance.

L. 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 Contractor.

M. 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-DR project and this contract, by whatever legal and reasonable means are deemed expedient by the City of Columbia and HUD.

N. RELATIONSHIP:

The relationship of the Contractor to the City of Columbia shall be that of an independent Contractor rendering professional services. The Contractor 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 Contractor.

O. 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 Contractor shall be incorporated in written amendments to this contract.

P. PERSONNEL:

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required to perform under this Contract and any associated Work Orders. 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 Contractor 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 and any associated Work Orders.

Q. FINDINGS CONFIDENTIAL:

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

R. COMPLIANCE WITH LOCAL LAWS:

The Contractor shall comply with all applicable laws, ordinances and codes of the state and local government and the Contractor 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.

S. SCOPE OF SERVICES:

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

T. AMENDMENTS:

The parties may amend the Contract or Work Orders 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 Contract or Work Orders 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 Contract or Work Orders, such modifications will be incorporated only by written amendment signed by both parties.

U. SCHEDULE FOR COMPLETION OF SERVICES:

Time is of the essence. The Contractor shall complete any and all services performed under the Contract and Work Orders within the timeframes as outlined in the Work Order.

The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor 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.

V. EQUAL EMPLOYMENT OPPORTUNITY (EQUAL OPPORTUNITY CLAUSE)

During the performance of this Contract and associated Work Order, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- The Contractor 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 Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Contractor 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 Contractor 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 Contractor's noncompliance with the non-discrimination clauses of this Contract or Work Order or with any of the said rules, regulations, or orders, the Contract and associated Work Orders may be cancelled, terminated, or suspended in whole or in part and the Contractor 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 Contractor 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 Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

W. INDEMNIFICATION:

Contractor 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 Contractor or any Subcontractor to this IDC or any associated Task Orders or any of their respective Directors, Officers, Partners, Principals, Employees or Agents. Neither this Contract or Work Order nor any Subcontract will create any contractual relationship between any Subcontractor and Engineer, nor any liability of Engineer to any Subcontractor.

X. HOLD HARMLESS:

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

Y. 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 Contractor 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 Contractor 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 IDC or associated Task Order.
- 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.

Z. 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 Contract or Work Order. 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 Contract or Work Order.

AA. TERMINATION OF CONTRACT/WORK ORDER:

The City may terminate the Contract or any Work Order 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 Contract in any annual budget;
- Termination of Contract for Cause - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under the Contract or Work Order, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract or Work Order, the City shall thereupon have the right to terminate the Contract or Work Order by giving written notice to the Contractor 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 Contract or Work Order shall become the property of the City.
- Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract or Work Order by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.
- The Contractor fails to perform any of the services required in this Contract or Work Order and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;
- Force Majeure
- Upon expiration of the term of this Contract or Work Order;
- By mutual agreement;
- Termination for Convenience of the City - The City may terminate this Contract or any Work Orders at any time by giving written notice to the Contractor 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 and any Work Orders for any reason whatsoever. A termination for default under the Contract or Work Order, if wrongfully made, shall be treated as a termination for convenience under this clause.

BB. REMEDIES:

In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and

material expended on the services required under the Contract or Work Order prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Contract or Work Order. In no event shall the Contractor 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 Contract or associated Work Orders. The City reserves all other remedies available for the Contractor's failure to perform pursuant to the Contract or Work Orders.

CC. DUTIES UPON TERMINATION:

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

DD. OWNERSHIP OF PROJECT DOCUMENTS:

All data, documents or other information of any description generated by or used by the Contractor or any subcontractor retained by the Contractor and related to the services required by the Contract or Work Order shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by the Contract or Task Order.

EE. ACCESS TO RECORDS:

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

- The Contractor 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 Contract and Work Orders that are directly pertinent to the Contract or Work Order for the purposes of making audits, examinations, excerpts, and transcriptions.
- The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The Contractor agrees to provide the City of Columbia or his/her authorized representative(s) access to information pertaining to the work being completed under the Contract and Work Orders.

FF. ASSIGNABILITY/SUB-CONTRACTING:

The Contractor shall not assign or subcontract any interest in the Contract or Work Orders and shall not

transfer any interest in the same without the prior written consent from the City. The Contractor shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

GG. INDEPENDENT CONTRACTOR:

Nothing contained in the Contract or Work Orders is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor 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.

HH. USE OF RECOVERED MATERIALS:

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the IDC or associated Task Orders, the Contractor 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 Contract or Work Order 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>.

II. OVERSIGHT:

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

The Contractor shall be responsible for performance of all services required by the Contract and Work Orders. The Contractor does not act as the City's agent or employee.

JJ. SUSPENSION AND DEBARMENT:

The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180 (2 CFR §200.212). The Contract and all associated Work Orders are covered transactions for the purposes of CFR Part 180 and 2 CFR pt. 3000. As such the City is required to verify that none of the Contractor(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 Contractor 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 Contract and any associated Work Orders is a material representation of fact relied upon by the City. If it is later determined that the Contractor 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 Contractor 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 Contract or Work Order that may arise from this project. The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions.

The Contractor shall notify the City if the firm or subcontractor becomes suspended or debarred during the course of this project. This Contract may be terminated in accordance with the section entitled **TERMINATION OF CONTRACT/WORK ORDER.**

KK. CONFIDENTIALITY:

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

LL. INTEREST OF CONTRACTOR:

The Contractor 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 Contract or Work Order or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Contract or Work Order no person having such interest shall be employed.

The Contractor 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 Contractor 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 Contract or Work Order.

MM. MISCELLANEOUS:

- Nothing in the Contract or any Work Order shall be construed to give any rights or benefits to anyone other than the City and the Contractor.
- The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports

required hereunder.

- In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Contract or Work Order, the Contractor 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 Contract or Work Order, if any, shall not be construed against the City.
- The Contract and Work Order shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Contract and Work Order. The Contractor 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 Contract and Work Orders and the performance thereof. The City may seek attorney's fees and the Contractor 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 Contractor.
- The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- The Contract and Work Orders represent the entire agreement between the City and the Contractor and supersede all prior communications, negotiations, representations or agreements, either written or oral. Only a written Amendment signed by both the City and the Contractor may amend the Contract or Work Orders.
- The failure of either the Contractor or the City to insist upon the strict performance of any provision of the Contract and Work Orders 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 Contract and Work Orders at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Contract or Work Order shall not constitute waiver of a subsequent breach.
- In the event any provision of the Contract or Work Order is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- The Contract is subject to City Council approval.
- The Contractor 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 Contractor 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 Contract or Work Order is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- The Contract and Work Orders shall be binding upon the respondent and upon its successors and assignees.
- The Contractor 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 Contractor acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to the IDC and Task Orders.

NN. 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.

OO. 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.

PP. 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.

QQ. 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.

**RR. 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 Contractor 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 Contractor 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 Contractor will not subcontract with any subcontractor 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 subcontractor 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 contractors and subcontractors, 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.

SS. BYRD ANTI-LOBBYING AMENDMENT:

Contractors 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.

XI. 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 Statement (for Prime)
Appendix G - Business Information Record (for Subs)
Appendix H – Prompt Payment Affidavit
Appendix I – Cost Proposal Information
Appendix J – Conditions of Federal Funding and Federal Labor Standards Provisions for Contractors
Appendix K – SCDHEC Regulation 61-86.1

APPENDIX A — 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 offerors 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 IDC 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.
- 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 Contract 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 subcontractors have any interest that would conflict in any manner or degree with the performance related to this Solicitation or IDC.
- I warrant that I and my subcontractor(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 Contract, 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 Contract.
- I warrant and represent that my offer identifies and explains below any unfair competitive advantage I or my company or subcontractors may have in competing for the Contract 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 Contract. 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.

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 subcontractors, if any, in performing the services under the IDC 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 IDC 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 Contract for this procurement.
 - By signing this statement, I certify for myself and on behalf of my company and any of my subcontractors 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 IDC and recover all amounts expended as a result of any action taken in violation of this provision. If I or my company or subcontractors participate, directly or indirectly, in the evaluation or award of public Contracts, including without limitation, change orders, or work orders regarding a public Contract, 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 the date of release? If so, please explain.
-
-
-

- **Prior to the solicitation release date, 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 _____, 2019.

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 Offeror that has submitted the attached Bid:
- He is fully informed respecting the preparation and contents of the attached Offer and of all pertinent circumstances respecting such Bid:
- Such Offer is genuine and is not a collusive or sham Offer:
- Neither the said Offeror 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 Offeror, firm or person to submit a collusive or sham in connection with the Contract for which the attached offer 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 Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, SC or any person interested in the proposed Contract; and
- The price or prices quoted in the attached Offer are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror 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 _____, 2019.

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 offerors, 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
1401 Main Street, 4th Floor
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 an offer, offeror or IFB 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 any subsequent contract/agreement, the subcontracting goals may be created for the following areas: Small Business, Minority Businesses, Women-Owned Businesses, and Labor Surplus Areas.

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 IDC. Any changes or modification to the IDC will include, at a minimum the same proposed goals included in the negotiated IDC.

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 Offeror 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:

Business:

APPENDIX D — REFERENCES

Please include three (3) references. These references should be within the past ten (10) years. All 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.

1. _____
Reference Entity Name: _____

Address: _____

Email: _____ Phone Number: _____

Contact Name: _____

Description of role / performance completed: _____

Year work was performed: _____

2. _____
Reference Entity Name: _____

Address: _____

Email: _____ Phone Number: _____

Contact Name: _____

Description of role / performance completed: _____

Year work was performed: _____

3.

Reference Entity Name: _____

Address: _____

Email: _____

Phone Number: _____

Contact Name: _____

Description of role / performance completed: _____

Year work was performed: _____

APPENDIX E — CITY OF COLUMBIA HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2019.

Holiday	*Official & Designated Day – Date - 2018
New Year’s Day	Tuesday – January 1, 2019
Martin Luther King, Jr. Day	Monday – January 21, 2019
Friday before Easter	Friday – April 19, 2019
Memorial Day	Monday – May 27, 2019
Independence Day	Thursday – July 4, 2019
Labor Day	Monday – September 2, 2019
Thanksgiving Day	Thursday – November 28, 2019
Day After Thanksgiving Day	Friday – November 29, 2019
Day in conjunction with Christmas	Tuesday – December 24, 2019
Day in conjunction with Christmas	Wednesday – December 25, 2019

APPENDIX F — BUSINESS INFORMATION STATEMENT (FOR PRIME)

PRIME BUSINESS INFORMATION STATEMENT

Note: Form to be completed by the PRIME Vendor, Contractor or Consultant Only and submitted with your bid, proposal or response.

Offeror/Respondent's Business Name: _____

Headquarters Address: _____

Local Office Address,
if applicable: _____

Phone No.: _____ Fax No.: _____

Email address: _____

Tax ID No. (Soc. Sec. No., if Sole Proprietor): _____

DUNS Number: _____

Select One: Corporation Sole Proprietor Partnership

*Have you (as a Sole Proprietor), your business or anyone on the proposed team bidding on this project, ever been debarred or suspended? Yes___ or No ___

*Are there any current or pending litigations involving this business/business owner/subcontractors or other members on the proposed team? Yes___ or No___

(On a separate sheet or letter, please provide an explanation for any/all "Yes" responses).

*Note: Failure to fully disclose this information may automatically deem the Bidder/Offeror/Respondent non-responsive. All "Yes" responses are subject to further review by the City and may result in your bid/response being deemed non-responsive or bidder/Offeror deemed non-responsible.

Business Contact Person to respond authoritatively to any questions about this statement:

Name/Title: _____

Phone Number: _____

List all Subcontractors submitted for consideration/approval if PRIME is awarded the contract. Please include their business name, address and Tax Identification No(s). Use additional sheet, if necessary.

Form Completed by: _____
Authorized Signature

Date

APPENDIX G — BUSINESS INFORMATION RECORD (FOR SUBS)

Business Information Record for Subconsultants/Subcontractors

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.

Project: _____

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

Business Name (as shown in SAM.gov) / DUNS # & CAGE #	City of Columbia Vendor number	Services and/or Materials Provided	Cost of Services and/or Material (\$ Value)	Percentage of Total Contract	MBE, WBE, SBE, DBE, LBE, CDBE (indicate all that apply)	Minority Association Code (If applicable - Use 2 letter Code - See Key Below)
				%		
				%		
				%		
				%		
				%		
				%		

Key: Minority/Women Owned Business Enterprise Association Code

- | | | |
|------------------------------------|---------------------------------------|--------------------------------------|
| AF – Asian American Female | AM – Asian American Male | BF – African American Female |
| BM – African American Male | FB – Non-Minority Female Owned | HF – Hispanic American Female |
| HM – Hispanic American Male | NF – Native American Female | NM – Native American Male |

COMBINED TOTAL SUB AMOUNT \$ _____

TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _-_____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

- 1) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

- 2) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

Environmental Monitoring and Clearing Services

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

3) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

4) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

Environmental Monitoring and Clearing Services

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

5) Subcontractors Company information (Primary/Main office location)

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____
Phone number

(____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

APPENDIX H — PROMPT PAYMENT AFFIDAVIT (to be submitted with every invoice)

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____ (Title - e.g., President, Vice President, etc.) of _____ ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. ___[Subcontractor], at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than twenty (20) calendar days after Company received payment from the City.
2. ___Copies of invoices and cancelled checks for [Subcontractor] at the first tier who were paid under the prior payment request have been delivered or mailed to the Construction Management Division. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by the City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City's Construction Management Division may cause the Payment Request to be rejected by City.)
3. ___All retainage amounts withheld from any [Subcontractor] who satisfactorily completed its portion of the contract work, including punch list items, were paid to the [Subcontractor(s)] no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. ___There was no delay in or postponement of any payment owed to a [Subconcontractor], whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the [City's representative].

Attach a copy of the written approval from the City of Columbia.

Company Name

Signature

Print Name

Date: _____

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

Notary Public

APPENDIX I — COST PROPOSAL INFORMATION

Below is a portion of the Cost Proposal Information the City of Columbia is requesting. Additional cost information such as Labor Hourly Rates, Equipment List and Pricing, Daily Pricing for Personnel or Equipment, Reporting and other Expenses, and Profit is required in addition to the below.

Types of laboratory samples and unit pricing for samples; provide rates for analyses:

TABLE 1

For purposes of payment:

Item	Description	Qty.	Unit	Unit Price (Standard Turn Around = 7 days)	Unit Price (Expedited Turn Around = 48 hours)
1	Transmission Electron Microscopy (TEM) Analysis	1-50 Samples	Per Sample	\$	\$
2	Transmission Electron Microscopy (TEM) Analysis	51-100 Samples	Per Sample	\$	\$
3	Transmission Electron Microscopy (TEM) Analysis	101+ Samples	Per Sample	\$	\$
4	Polarized Electron Microscopy (PLM) Analysis	1-10 Samples	Per Sample	\$	\$
5	Polarized Electron Microscopy (PLM) Analysis	11-25 Samples	Per Sample	\$	\$
6	Lead Analysis (dust wipe samples for Lead clearances)	1-15 Samples	Per Sample	\$	\$
7	Lead Analysis (dust wipe samples for Lead clearances)	16-30 Samples	Per Sample	\$	\$
8	LBP Soil Samples	1-5 Samples	Per Sample	\$	\$
9	LBP Soil Samples	6-10 Samples	Per Sample	\$	\$
10	Air monitoring	Per day/per property		\$	\$

TABLE 2

For purposes of Evaluating Cost:

Description	Price (using Standard Turn Around)
Use 50 Samples as the Average number of TEM (Transmission Electron Microscopy) Samples (multiply rate for 1-50 samples from above times 50 and insert here)	\$ _____

Environmental Monitoring and Clearing Services

Use 10 Samples as the Average number of PLM (Polarized Electron Microscopy) samples (multiply rate for 1-10 samples from above times 10 and insert here)	\$ _____
Use 10 Samples as the Average number of LBP Dust Wipe Samples	\$ _____
Use 5 Samples as the Average number of LBP Soil Samples	\$ _____
Air monitoring cost per day/per property *Note: This amount will be the same as Item 10 in above chart.	\$ _____
Total for each property performing 50 TEM samples, 10 PLM samples, 10 LBP Dust Wipe Samples, 5 LBP Soil Samples and 1 day of air monitoring.	\$ _____

*The estimated quantities contained in Table 1 above are for the purpose of determining actual pricing. These quantities are not guaranteed and payment will be made on the basis of the work as actually executed at the unit price accepted.

**APPENDIX J — CONDITIONS OF FEDERAL FUNDING AND FEDERAL LABOR STANDARDS
PROVISIONS FOR CONTRACTORS**

APPENDIX K — SCDHEC REGULATION 61-86.1