



CITY OF COLUMBIA, SOUTH CAROLINA

**Request For Qualifications (RFQu)**

**Olympia Fire Station Replacement  
RFQu006-20-21-KDD**

Issuance Date: **February 23, 2021**

Non-Mandatory (Highly Recommended) Pre-Submittal Meeting:

To be held virtually via Zoom

**March 3, 2021 at 10:00 A.M. (ET)**

Deadline for Submitting Questions:

**March 5, 2021 at 10:00 A.M. (ET)**

Questions and Responses to *RFQu* must be submitted to:

<https://columbiasc.ionwave.net>

Response Deadline: **March 26, 2021 at 12:00 P.M. (ET)**

Send Hard and Digital Copies to:

Attention: **RFQu006-20-21-KDD**

**Olympia Fire Station Replacement**

1800 Main Street – Second Floor,  
Columbia, S.C. 29201

Attention: *Kent Davis*, Procurement Manager

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## **I. GLOSSARY OF TERMS**

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

**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.

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

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

**Capability:** The ability of a bidder to fulfill the contract at time of award.

**Contract:** An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is a legally binding promise, enforceable by law between parties with binding, legal and moral force, usually exchanging goods or services for money or other considerations. The term *Agreement* is interchangeably throughout this RFQu (RFQu) or Request for Proposal (RFQu).

**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 contractor.

**Disadvantaged Business:** A business owned or controlled by a majority of persons who are determined to have been deprived of the opportunity to develop and maintain a competitive economic position because of specified social disadvantage. (i.e., Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Disabled-Veteran-Owned Business Enterprise, and Small Business Enterprise)

**Late Bid/Proposal:** A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time.

**Mandatory:** Obligatory, required by order, a provision that may not be waived.

**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.

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**Respondent:** The person/entity who submits a Statement of Qualification (SOQ) in response to a RFQu. One who makes an offer in response to a solicitation. Terms *Respondent*, *Respondent*, and *Contractor* are interchangeably throughout this RFQu.

**Pre-Bid/ Pre-Proposal Conference (Meeting):** A meeting held by the procurement officer with potential bidders/Respondents, 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.

**Request for Proposal (RFP):** The document used to solicit proposals from potential providers (proposers) for goods and/or services. 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.

**RFQu (RFQu):** The document used to solicit qualifications from potential providers for goods and/or services (Respondents). Price is usually not a primary evaluation factor. The RFQu provides for the negotiation of all terms, including price prior to contract award. It may include a provision for the negotiation of Best and Final Offers. Or, the RFQu may be a single step or multi-step process.

**Responsible Bidder/Respondent:** Also referred to as Responsible Proposer or Respondent, this is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract, and they must possess the full capability, including financial and technical, to perform as contractually required. They must also be able to fully document the ability to provide good faith performance.

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

**Scope of Work/Services:** A detailed, written description of the conceptual requirements for the project contained within a RFQu. The Scope of Work should establish a clear understanding of what is required by the procurement officer.

**Service/Services Contract:** An agreement calling for a company's time and effort. The furnishing of labor, time, or effort by a company, 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 Respondents.

**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.

**Statement of Qualifications (SOQ):** A statement of qualifications is a document submitted by a company in response to a RFQu to be used as the basis for review of the Respondents ability to provide the scope of services.

**Unsuccessful Bidder:** A company whose bid was not accepted for reasons of price, quantity, or failure to comply with specifications.

*(Definitions above provided by the National Institute of Governmental Purchasing & Free Dictionary.com)*

## **DEFINITION OF TERMS:**

Whenever the terms “**shall**,” “**must**,” or “**is required**” are used in the RFQu, the referenced task is a mandatory requirement of this RFQu. Failure to meet any mandatory requirement will be cause for rejection of a submittal.

Whenever the terms “**can**,” “**may**,” or “**should**” are used in the RFQu, the referenced specification is discretionary. Therefore, although the failure to provide any items so termed will not be cause for rejection, the Selection Committee may consider such failure in evaluating the submittal.

Whenever the terms “**apparent successful**” or “**top-ranked**” or “**highest-ranking**” firm or Offeror are used in this document, the reference is to the firm that the Selection Committee ultimately judges to have submitted the case best satisfying the needs of the owner in accordance with the RFQu. The selection of an apparent successful firm does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or proposal.

## **PROJECT SPECIFIC GLOSSARY OF TERMS:**

**100-Year Storm:** The estimated probability of a storm event happening in any given year. A 100-year event has a 1 percent chance (or 1-in-a-100 chance) of occurring in any given year.

**NFPA:** National Fire Protection Association. A global self-funded nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards.

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**II. INTRODUCTION**

The City of Columbia has been awarded funding from the U.S. Department of Housing and Urban Development under the Community Development Block Grant – Mitigation (CDBG-MIT) program. This CDBG-MIT grant will fully fund replacement of the old Olympia Fire Station which will require architectural and engineering services. The use of federal funding will require adherence to federal requirements related to environmental review, labor standards, green building standards, mitigation measures, Section 3, and Uniform Relocation (if applicable).

Olympia Fire Station No. 2 is a 45-year-old building that was originally a florist shop. The small station currently houses five firefighters and one truck. With an influx of people and new construction, the City of Columbia must provide additional fire and emergency resources to the station’s service area to maintain the level of response capacity necessary to protect lives and property. With expansion of housing in the area, and the proximity to the University of South Carolina Campus, the City has chosen replacement of the station as a priority project for the use of CDBG-MIT funds, to bring more comprehensive emergency response capacity to this largely residential area.

The City may retain the services of a commercial real estate firm separate from this contract to assist in identifying the location for the new fire station. While the current parcel is too small to consider reuse, the station must remain in the general vicinity to comply with federal service area requirements. The City has not ruled out the acquisition and retrofit of an existing structure.

**III. GENERAL INFORMATION**

Statements of Qualifications (SOQ’s) from qualified Architecture/Engineering (A/E) Firms, (hereinafter referred to as “Consultant” in response to this *Request for Qualifications* (RFQu) are being solicited by the City of Columbia, Department of Procurement and Contracts, for the above titled project. Responses to this RFQu must be submitted through eBidcolumbiasc, the City’s e-Procurement System at <https://columbiasc.ionwave.net> by the date and time listed 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: **RFQu006-20-21-KDD Olympia Fire Station Replacement**. Detailed instructions for submitting responses to this RFQu can be found under Section VII. *Mandatory Response Requirements and Submittal Format*.

The instructions for the Pre-Submittal Zoom Meeting are included below:

Join Zoom Meeting

<https://us02web.zoom.us/j/89146174442?pwd=TDdBTXZwWWl0MjU1ZDNxeEt4NnFYUT09>

Meeting ID: 891 4617 4442

Passcode: 802294

One tap mobile

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+13126266799,,89146174442#,,,,\*802294# US (Chicago)  
+19292056099,,89146174442#,,,,\*802294# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 346 248 7799 US (Houston)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)

Meeting ID: 891 4617 4442

Passcode: 802294

Find your local number: <https://us02web.zoom.us/j/kcB6hEIDQF>

At a minimum, 30 minutes before the scheduled submittal meeting, each participant will need to provide Name, Organization Representing, Telephone Number, and Email address. Information shall be provided to [procurement@columbiasc.gov](mailto:procurement@columbiasc.gov) and copy [Andrea.nelson@columbiasc.gov](mailto:Andrea.nelson@columbiasc.gov).

The City of Columbia will conduct a formal selection process to determine the best qualified Respondent(s) that meets the City's needs. Interested Consultants are urged to fully respond to this RFQu in order to be evaluated and qualified to move forward in the procurement process.

The term of the Agreement is the date of the execution of *a Notice to Proceed and a valid City of Columbia Purchase order* for an initial term of (2) years, with the option to renew or continue with work for one (1) additional one (1) year period at the mutual pleasures of both parties.

The decision whether to extend the Agreement, upon written request shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

#### **IV. PROGRAMMATIC PROVISIONS**

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.

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). In an effort to encourage socially and economically disadvantaged business participation, this goal extends to Bidders, Offerors, Subcontractors and suppliers on its procurement and contracting offerings.

**Federal Community Development Block Grant – Mitigation (CDBG-MIT) program provisions will apply to this RFQu.**

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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 Respondent 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 RFQu for compliance to the Federal requirements. See Exhibit – *Conditions of Federal Funding and Federal Labor Standards Provision for Contracts*.

**V. SCOPE OF SERVICES**

Provide the City of Columbia with a qualification response demonstrating your company’s ability to complete pre-design, design, construction documents including required engineering, bidding, permitting and construction administration services for either an entirely new Fire Station or the retrofit of an existing building to be identified by the City. The site lay out must have proper egress to allow for firefighting equipment to be able to quickly access public thoroughfares in the event of a fire or other emergency.

The fire station shall be designed as a stand-alone facility. The facility design must meet all current OSHA, NFPA, and all other applicable standards and codes required by the State of South Carolina and the City of Columbia.

Please refer to *Exhibit – Project Specifications* for detail.

The following provides a general idea of the type of services the City desires for this project. This information is provided so that you are able to comprise the sub consultant team and offer the company personnel necessary to provide these services along with their qualifications and hourly rates.

**Basic Architectural / Engineering Services**

The Architect shall provide services for the standard phases, as defined by the following industry standards:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding/Permitting Phase
- Construction Administration

The City anticipates it will require the following Design Services:

- Verify Facility needs and space requirements
- Site/Master Plan Design Services
- Civil Engineering to include a security fencing around the entire site; survey provided by A/E firm
- Geotechnical Engineering to include Soil Borings



- Independent Cost Estimating at each design phase (Schematic, Design Development, and Construction Document)
- Design Review Meetings at each phase of the design work or as required
- Graphic Presentation materials including:
  - One (1) color site rendering with landscaping
  - Two (2) - color building perspective renderings
    - One rendering should be a view from street in front The other rendering should be a view selected by owner.
- Interior Design Services
- Landscape Architecture / Irrigation Design
- Technology Design to include Security and Audio Visual design
- Furniture, Fixture, and Equipment consideration
- Consideration and advisement of opportunities to include solar panels to offset the energy consumption of the building

### **General Notes**

The following consists of additional items to consider while preparing your RFP response.

1. The Architect shall conduct an analysis of the routine operations of the staff in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities and potential of joint use spaces.
  - A. Historical, Current and Projections for Future Staffing Levels
  - B. An Organizational Chart
  - C. An Assessment of Requested Spaces
  - D. A Definition of Functional Inter-Relationships
  - E. Documentation of Specialized Equipment
2. The City shall provide the Consultant any existing documentation relative to any proposed site that has been previously identified and investigated, including, but not limited to site survey, existing utility distribution record drawings, etc. Based upon the site size determined to be necessary, as identified within the Spatial Needs Assessment, and with the direct input of the City, the Architect shall provide Master Planning services for the development of the proposed property.
3. The Architect shall perform:
  - A. Evaluation of property relative to a 100-year storm
    - a. The appropriate finish floor elevation of the new building shall be evaluated/defined
  - B. Identification of potential hazards, such as the adjacent interstate highway, low elevation, active rail lines, etc.
  - C. Guidelines for the abandonment of right-of-way and/or roadways which may become internal to the site

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- D. Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
  - E. Based upon the recommendations related to facility size, the architect shall identify the land area needed for the building(s), associated parking and related site requirements, such as stormwater retention, parking areas, appropriate elevation of building floor due to location in a flood prone area, modification to current zoning, landscape requirements and building setback requirements as well as future expansion areas. All identified development options will be verified to support the identified site with site diagrams included on the Master Plan.
4. Based upon the information collected, the Architect shall prepare a Master/Site Plan Document of the selected site, illustrating:
    - A. Proposed land utilization of the selected site.
    - B. Location and general configuration of “current need” facilities.
    - C. Areas of potential expansion for future need.
    - D. Location of vehicles access and egress, both staff and public
    - E. Pedestrian areas and site circulation
    - F. Vehicle parking areas (Staff and Public/Visitor)
    - G. Area(s) designated for storm water retention
    - H. Potential connection and interface with the service area. (this should include addressing any potential impediments to rapid egress from the site.)
  5. Construction Administration services shall also include the architect holding a regular site progress meeting every two weeks with the deliverable being a written meeting minutes report including photos. Also, provide drone aerial photos each month of construction progress for duration of project.
  6. Interior Design services include: finish selections and specifications with color boards, furniture plans with pictures of furniture and fabric samples and procurement coordination.
  7. Civil Engineering shall include the design and construction documents for site layout, grading, storm drainage, erosion control, traffic control, site lighting, paving, utility design and connectivity to existing services. The Engineer will be responsible for the preparation of all site related permits to include land disturbance.
  8. Landscape Architecture / Irrigation Design shall be based upon City zoning requirements and appropriate landscaping elements for exterior program elements.
  9. Technology Design shall include security, access control, CCTV and audio/video systems based upon City requirements and shall be designed and scheduled.
  10. Cost Estimating shall be done at the conclusion of Schematic Design, Design Development and 90% Construction Document phases.
  11. Three (3) Meetings / Presentations

Meetings include presentations to staff and elected officials as directed by City staff.

### **Licenses and Certifications**

All Respondents shall possess a valid and current State of South Carolina Business License. Any Respondents who do not possess a valid State of South Carolina Business License at the time submissions are due will be found non-responsive.

All Respondents shall possess a valid and current City of Columbia Business License at the time of the solicitation due date. Any Offerors/Respondents who do not possess a valid City of Columbia Business License at the time submissions are due will be found non-responsive.

### **Project Specific Licenses and Certifications**

All professional Architects and Engineers must be registered in the state of South Carolina.

The A/E Firm and the City recognize the requested services may be adjusted or deferred based on scheduling, funding, and the City's desire to alter the scope of services.

## **VI. ELABORATION, CLARIFICATION AND ASSUMPTIONS**

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 RFQu. If you do not ask questions or clarify any assumptions, the City will assume that you agree with and understand the requirements in the RFQu. 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 Respondent that responds to this RFQu accepts all of the RFQu terms, conditions, provisions and requirements, except as expressly and specifically stated by the Responder in its response to this RFQu.

**Exceptions to the terms, conditions, provisions, and requirements in this RFQu must be submitted in writing, clearly marked Exception(s), by the question deadline.** Otherwise, the City will assume that any Responder that responds to this RFQu fairly accepts all of the RFQu terms, conditions, provisions and requirements.

## **VII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT**

All responses ***must*** be submitted to eBidcolumbiasc, the City's e-Procurement System at <https://columbiasc.ionwave.net/> no later than April 16, 2019. Respondents **must** also deliver two (2) original **UNBOUND** copies, and five (5) digital copies (e.g., CD, USB flash drive) of the information requested herein. All submittals must be clearly labeled on the outside of the envelope with the following wording: **RFQu006-20-21-KDD Olympia Fire Station Replacement**. The City is not responsible for late responses caused by delays in mail delivery or a delay in any other method of delivery. All late submittals will be rejected.

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Respondents must address all of the minimum requirements required in this RFQu and may include any additional information that the Respondent deems pertinent to the understanding and evaluation of the submittal.

Submittals print size shall be 12 pt. font minimum, on 8½ x 11 two-sided and shall not exceed 25 pages. Appendices, Financial Statements, Resumes, Work Samples and Reference Questionnaires will not be counted towards the total page limit. Submittals shall 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); **RFQu006-20-21-KDD Olympia Fire Station Replacement; DUNS Number (registration in SAM.gov required)**, 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 RFQu, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the RFQu 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**

Cover Letter: The response must contain a cover letter signed by a person who is authorized to commit the Respondent to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFQu.

The cover letter must include the following:

- a. Company overview
- b. Statement of Interest
- c. List of all offices and their addresses
- d. Number of employees (retained consultants, subcontractors, and any other contract employees must be noted separately)
- e. Name of primary point of contact
- f. Address
- g. Telephone number
- h. Email
- i. DUNS Number (Required)
- j. General Qualifications and Capacity of Company/Firm

- k. Number of years that the company has provided the services required herein

**C. Executive Summary**

Provide an explanation as to why the Respondent is the best qualified to provide the services requested for the City of Columbia. This should include any highlights, benefits, conclusion, assumptions, or general recommendations of the qualifications.

**D. Firms Experience, Qualifications and Technical Competence**

Provide evidence necessary to demonstrate that the Respondent meets the qualifications herein. If the following items are not evidence in your response, your proposal may be deemed non-responsive.

- A minimum of 10 years' experience with architecture and engineering design of fire stations
- Prior working experience on at least five (5) projects with the engineering consultants and project team described within your response.
  - Qualifications and technical competence of the firm in the type of work required.
- Experience in designing projects with the ability to be constructed with the budget
- Experience working on at least two (2) project locations within a flood prone zone

**E. Proposed Teams Experience, Qualifications and Technical Competence**

Provide evidence necessary to demonstrate that the Respondent meets the qualifications herein. If the following items are not evidence in your response, your proposal may be deemed non-responsive

- List all company key personnel and sub-consultants required to complete the City's desired scope of services.
- Qualifications/experience of the primary contact and other pertinent personnel who would be assigned to this project.
- Provide qualifications and resumes of experience for the personnel and sub-consultants.

**F. Proposed Project Approach, Availability, and Schedule**

Provide a detailed description of Provide your firm's approach in providing A/E services to successfully complete the City's desired facility including projected timeline for design and construction.

The Respondents project approach shall provide a detailed description demonstrating the depth of understanding of City's needs and requirements, understanding of the Scope of Services, proposer's approach and methodology reflecting the ability to provide the requested work, demonstrated knowledge of the work being requested, identification and knowledge of all requirements cited in the Scope of Services, and proposed technical or procedural innovations identified in the proposal.

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How projects will be managed and scheduled. Timetable for delivery of materials, communication and coordination.

The Respondents shall outline its current and projected workload over the next eighteen (18) months and state its commitment to provide the requested services while minimizing the impact on City staff and meeting the needs of a comprehensive approach, as well as a schedule to begin this project.

**G. Past Performance of Similar Projects**

The Respondent must provide Appendix - *Reference Questionnaire*, to at least three (3) references for similar work within the past five (5) years. A questionnaire may be provided to the City of Columbia which may be used as a fourth reference, if applicable. References should be specific to a project managed by the proposed project manager. Reference information should be current and include complete contact information (organization name, contact person's name and signature, address, direct phone number and e-mail address) for individuals with knowledge of the Firm's completed work on projects that are substantially similar to the services as outlined in this RFQu.

**The questionnaire must be completed and returned by the company (individual) providing the reference by the date and time provided herein for submitting responses to this RFQu. Reference Questionnaires must be emailed to [Kenton.davis@columbiasc.gov](mailto:Kenton.davis@columbiasc.gov).**

List projects and provide details about projects similar in nature to the City's proposed project. The project description, at a minimum, shall provide:

- The year the project was designed/constructed
- Project location
- Square footage of building
- Type of superstructure or main construction components used
- Construction cost
- Time needed for design
- Construction timeline

The Respondent must provide five (5) samples of work that demonstrate your firm's prior experience and ability to successfully perform the work. These work samples should include projects where references are provided.

- Samples of work shall include, but not be limited to schematic site plans, floor plans, coloring renderings etc.
- For the five (5) work samples provided, the Respondent shall also include the percentage difference in the A/E's opinion of probable cost vs the actual construction bids for five projects completed within the last five years
- Within one of the five work samples, Respondent shall provide an example of both a schematic budget cost estimate and also a construction documents estimate so that the level of detail incorporated is demonstrated

For each work sample, the Respondent shall indicate the roles and responsibilities of their project team member(s) for the relevant project, and may include a brief narrative regarding why the Respondent feels the project is relevant to the City's project. Rarely does a project get to completion without challenges and missteps. Narrative for each relevant project shall include "lessons learned" with a description of how the challenges were addressed and navigated.

### **G. Appendices**

The following appendices must be submitted under this section:

- Organizational Conflict of Interest Statement
- Prime Business Information Statement
- Business Information Record for Subconsultants/Subcontractors
- Small, Minority, Women-Owned Business Objectives
- Staff Hourly Rates
- Non-Collusion Affidavit
- Litigation Claim/History
- Conditions of Federal Funding for Contracts

### **VIII. EVALUATION CRITERIA**

The SOQ will be evaluated based on the information presented in the response package, and on an analysis of other available information. The City may conduct investigations or interviews as it deems necessary to assist in the evaluation of submittals and to establish, to the City's satisfaction, the qualifications of Respondents and team members proposed by each Respondent.

If deemed necessary for the purposes of short-listing, the City reserves the right to request additional information from any or all Respondents and any team members proposed by Respondents.

The evaluation committee will review each submittal and select one Respondent based upon the evaluation criteria below. The criteria outlined below and described hereinafter will be used to evaluate the SOQs. The evaluation committee along with the Procurement staff will review thoroughly all qualifications based upon the criteria listed below. Respondents will be deemed "Qualified" if their submission is "responsive", the Consultant is deemed "responsible", and the response is determined to be the most advantageous to the City.

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Evaluation Criteria	
<p><b>Past Performance and References</b></p> <ul style="list-style-type: none"> <li>• Review of past performance on projects of similar nature and complexity as the proposed project;</li> <li>• Review of References questionnaires</li> <li>• Review of Work Samples</li> </ul>	Max. 30%
<p><b>Firms Approach and Schedule</b></p> <ul style="list-style-type: none"> <li>• Firm’s approach in providing A/E services to successfully complete the City’s desired facility including projected timeline for design and construction</li> <li>• The Respondents project approach shall provide a detailed description demonstrating the depth of understanding of City’s needs and requirements, understanding of the Scope of Services, proposer’s approach and methodology reflecting the ability to provide the requested work, demonstrated knowledge of the work being requested, identification and knowledge of all requirements cited in the Scope of Services, and proposed technical or procedural innovations identified in the proposal. How projects will be managed and scheduled. Timetable for delivery of materials, communication and coordination.</li> <li>• The Respondents shall outline its current and projected workload over the next eighteen (18) months and state its commitment to provide the requested services while minimizing the impact on City staff and meeting the needs of a comprehensive approach, as well as a schedule to begin this project</li> </ul>	Max 30%
<p><b>Firms Experience, Qualifications, and Technical Competence</b></p> <ul style="list-style-type: none"> <li>• A minimum of 10 years’ experience with architecture and engineering design of fire stations</li> <li>• Prior working experience on at least five (5) projects with the engineering consultants and project team described within your response. <ul style="list-style-type: none"> <li>○ Qualifications and technical competence of the firm in the type of work required.</li> </ul> </li> <li>• Experience in designing projects with the ability to be constructed with the budget</li> <li>• Experience working on at least two (2) project locations within a flood prone zone</li> </ul>	Max. 25%
<p><b>Qualifications and Experience of Proposed Team</b></p> <ul style="list-style-type: none"> <li>• List all company key personnel and sub-consultants required to complete the City’s desired scope of services.</li> </ul>	Max 10%



<ul style="list-style-type: none"> <li>• Qualifications/experience of the primary contact and other pertinent personnel who would be assigned to this project.</li> <li>• Provide qualifications and resumes of experience for the personnel and sub-consultants</li> </ul>	
<p><b>Financial Stability</b></p> <p>Firm demonstrates financial capacity to manage the project – to be evaluated by the Finance Department</p>	<p>Max 5%</p>

## **IX. AWARD CRITERIA**

The City will evaluate and rate the responses to this RFQu (RFQu). After Step One of the process is complete, the highest qualified A/E(s) will be invited to submit proposals in response to the RFP.

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 Consultant 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 in Section VIII. 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 firms be selected for possible interviews and/or demonstrations. Firms may or may not be interviewed and the City reserves the right to conduct interviews and/or demonstrations at its sole discretion. The City reserves the right to conduct an interview and/or demonstration in cases where the determination is to award solely on the basis of the top rated, most responsive firm, without short listing.

In the event the City moves to an interview, interviews will be scored separately (see sample interview rating below). The highest ranked firm will be selected through the combined total score of their technical score (solicitation response) and interview score.

For the interview phase, a pre-set list of questions will be asked to each Consultant. The rating committee reserves the right to ask for clarification on any question or response to a question. Each Consultant must be interviewed separately. Firms will be scored in two areas, their overall presentation and their responses to the specific interview questions. Each Consultant will be rated on a scale of 25-13-1 for both categories.

- A “**25**” represents that the individual 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).
- A “**13**” represents that the individual is about average (or there is insufficient information to make a clear decision)
- A “**1**” represents that the individual is significantly below the average (shows deficiency, provides no evidence to prove expertise doing this type of work)

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Sample Interview Score Rating:

Category	Rating	Score
Presentation	25   13   1	
Interview Responses	25   13   1	
	<b>Total</b>	

Negotiations:

Upon selection of the highest ranked Respondent, the City may proceed to negotiations in the following manner:

1. Negotiate with the highest ranked Responder on price, matters affecting the scope of the contract, so long as the changes are within the general scope of the RFQu. If a satisfactory Agreement cannot be negotiated with the highest ranked Respondent, negotiations may be conducted, in the sole discretion of the procurement officer, with the second, then the third, and so on, ranked Respondent to the level of ranking determined by the officer in their sole discretion;
2. During the negotiations process as outlined in item (1) above, if the procurement officer is unsuccessful in their first round of negotiations, they may reopen negotiations with any Respondent with whom they previously negotiated; or
3. The procurement officer may make changes within the general scope of the RFQu and may provide all responsive Respondent an opportunity to submit their best and final offers

**X. TENTATIVE SCHEDULE OF EVENTS**

<b>Task</b>	<b>Date</b>	<b>Time (if applicable)</b>
RFQu Issuance Date	February 23, 2021	
Non-Mandatory Pre-Submittal Meeting	March 3, 2021	10:00 A.M. (ET)
Questions Deadline	March 5, 2021	10:00 A.M. (ET)
Submittal Deadline	March 26, 2021	12:00 P.M. (ET)

**XI. GENERAL INFORMATION AND INSTRUCTIONS (as applicable)**

**A. Procurement Process**

The RFQu is not a bid. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFQu, 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 **March 5, 2021 10:00 A.M. (ET)**. The City will not accept telephone calls or visits regarding this *RFQu*. 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 RFQu as points of contacts during the period of time that this RFQu 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 response 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 *RFQu*. 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 Statement of Qualifications**

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 there-after will be considered.

## **F. Submittal of Qualifications**

All responses to this *RFQu* must be clearly marked **RFQu006-20-21-KDD Olympia Fire Station Replacement**. A minimum of one (1) original **UNBOUND** copy, and five (5) digital copy containing the data requested shall be submitted. All proposal documents shall be submitted using eBidcolumbiasc no later than **March 26, 2021 at 12:00 P.M. (ET)** and the CDs/flash drives and hard copy shall be submitted to City of Columbia Procurement and Contracts Department, 1800

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**Olympia Fire Station Replacement**

Main Street, 2nd Floor, Columbia, SC 29201. All late proposals will be rejected. The City is not responsible for late *RFQu* 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 *RFQu* 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 *RFQu* 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 *RFQu*. The City reserves the right to request additional information from any firm submitting under this *RFQu* 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 *RFQu* 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 Respondent in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

**J. Respondents Present**

At the time fixed for the opening of proposals, their contents will be made public for the information of Respondents and the general public. Respondents 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 *RFQu* 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). 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). 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.

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

By responding to this RFQu, 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.

**N. Protest Procedures**

1. Right to protest: Any actual or prospective Bidder, Respondent, 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, Respondent, 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.

**O. Sales Tax and/or Use Tax (April 2020)**

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 Department of Revenue Sales and Use

Tax Manual. Please also see Invoicing Procedures.

**P. Assignments**

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

**Q. 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.

**R. 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.

**S. 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.

**T. 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.

**U. 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 Respondents unless listed on a separate sheet labeled “Exceptions”, and agreed to in writing by the City of Columbia.

**V. 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 15% goal to encourage socially and economically disadvantaged business participation.

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This goal extends to Respondents, 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  
Columbia, SC 29201  
(803) 545-3950  
[www.columbiasc.net/OBO](http://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 consultant or Subcontractor) is dependent upon the business community partnering with us in this important endeavor.

Each firm submitting a bid, offer, or *RFQu* 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 this contract/agreement, the subcontracting goals are as follows:

SB Goals	<u>N/A</u>	%
MBE	<u>N/A</u>	%
WBE	<u>N/A</u>	%
LSA	<u>N/A</u>	%

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 Respondent 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.



**W. Non-Discrimination in Contracting**

In carrying out the service, the Contractor shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor's operations, including, but not limited to the Contractor's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

***SPACE LEFT INTENTIONALLY BLANK***

**XII. APPENDICES**

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

PRIME BUSINESS INFORMATION STATEMENT

BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

STAFF HOURLY RATES

NON-COLLUSION AFFIDAVIT

REFERENCE QUESTIONNAIRE

LITIGATION CLAIM/HISTORY

CONDITIONS OF FEDERAL FUNDING FOR CONTRACTS

**XIII. EXHIBITS**

PROJECT SPECIFICATIONS

SITE MAPS

CITY OF COLUMBIA HOLIDAY SCHEDULE

SAMPLE CONTRACT (TERMS AND CONDITIONS)

INVOICING PROCEDURES

PROMPT PAYMENT AFFIDAVIT

CONDITIONS OF FEDERAL FUNDING

ADDITIONAL FEDERAL REQUIREMENTS

## APPENDIX - ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

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

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

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

I, \_\_\_\_\_ (Offeror/Consultant), 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:

1. No circumstances currently exist that create a Conflict of Interest in my performing the services required by the Solicitation to which I am responding or the Agreement to be signed if I am the successful Offeror in response to this Solicitation, and
2. 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.
3. That to my knowledge, no employee or official of the City, nor any public agency or official affected by this Solicitation or the Agreement to be signed if I am the successful Offeror, has any pecuniary interest in the business of the Offeror's company or Offeror's Subcontractor(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 Agreement.

4. 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 Subcontractor(s) in order to solicit or secure an agreement with the City of Columbia, as related to this Solicitation or any resulting Agreement, and that I and my Subcontractor(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 Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of any Agreement.
5. 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 Agreement to result from this Solicitation and any actual or potential conflicts of interest that may arise from my participation in this Solicitation or my receipt of an award. I acknowledge that the City intends by this statement to identify any and all potential conflicts of interest and unfair competitive advantages held by any Offeror, to prevent the existence of conflicting roles that might bias a consultant's judgment, and prevent one Offeror or company from having an unfair competitive advantage over other Offerors. The City, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the City may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.
6. 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. All questions must be directed to the Procurement/Contracting Officer for this solicitation, listed on the cover page.”

**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.**

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7. 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 Agreement or responding to this Solicitation, I will notify the City immediately. I also warrant that should I become aware of any competitive advantage that my company or Subcontractors have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the City of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the City of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.
  
8. 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 Agreement 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 Agreements, including without limitation, change orders, or task orders regarding a public Agreement, I shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the Purchasing Agent at the same time the law required the statement to be filed.
  
9. **Has anyone in your company been privy to any information regarding this solicitation prior to the release date of the solicitation? If so, please explain.**

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**10. 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 \_\_\_\_\_, 20\_\_\_\_\_**

\_\_\_\_\_  
**(Notary Public)**

**My commission expires \_\_\_\_\_**

# APPENDIX - 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: \_\_\_\_\_ **\*Required**

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 you (as a Sole Proprietor), your business or anyone on the proposed team bidding currently involved in any litigation with the City? 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-responsive.**

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

Name/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Form Completed by: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ Date

**APPENDIX - BUSINESS INFORMATION RECORD for SUBCONSUTANTS/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.

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

Business Name (as shown on W9 or SAM.gov) / DUNS # & CAGE # (If Applicable)	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**

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

---

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

(\_\_\_\_\_) \_\_\_\_\_  
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 #

6) 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: SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES**

**SMALL, WOMEN, MINORITY BUSINESS ENTERPRISE OBJECTIVES**  
**INCLUDING LABOR SURPLUS UTILIZATION PLAN**

**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:

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**LABOR SURPLUS UTILIZATION PLAN**

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

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

**Define the LSA here** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Business Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**APPENDIX – STAFF HOURLY RATES**

**Firm Name:** \_\_\_\_\_

**HOURLY RATES**

Please provide Hourly Rate Sheets for all personnel assigned to the Project and for all categories of personnel expected to be assigned to the project.

Principal	_____ / hour
Project Manager	_____ / hour
Staff Engineer	_____ / hour
CAD Technician	_____ / hour
Additional:	_____ / hour
Additional:	_____ / hour

Please provide a brief description of each category including years of experience, certification, etc. You are welcomed to add additional categories if not already listed.

**APPENDIX: NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_)

)ss.

County of \_\_\_\_\_ being first duly sworn deposes and says that:

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

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

**Subscribed and sworn to before me**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**My commission expires** \_\_\_\_\_

## APPENDIX - REFERENCE QUESTIONNAIRE

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**Instructions: Respondents will complete the top section of the reference questionnaire and supply to their Reference to complete.**

Past Performance Survey of: \_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Name of Individual)

---

**Instructions: References will complete the following section about the Respondent and return this form directly to the City of Columbia. Please email the completed survey to **Kent Davis** [kenton.davis@columbiasc.gov](mailto:kenton.davis@columbiasc.gov). Thank you for your time and effort in assisting the City of Columbia in this important endeavor.**

The City of Columbia is collecting past performance information on Architect/Engineering Firm listed above and their key personnel. The information will be used to assist the City in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Reference Name: \_\_\_\_\_ Date/Year of Project: \_\_\_\_\_

Reference Phone: \_\_\_\_\_ Reference Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Sq. Footage: \_\_\_\_\_

Was Project in  
Floodplain? \_\_\_\_\_

Was the Architects team responsible for the overall project including schematic design, engineering design, construction administration, commissioning, and/or closeout? \_\_\_\_\_

Did you experience any performance related issues during the contract? If so, please explain in detail.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



After working with the Architect, are there any things you wish you had known in advance before contracting with them?

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<b>NO</b>	<b>CRITERIA</b>	<b>UNIT</b>	<b>RATING</b>
1.	Ability to meet customer expectations	(1-10)	_____
2.	Ability to maintain project schedule (completed on time or early)	(1-10)	_____
3.	Ability to manage project costs (minimal change orders)	(1-10)	_____
4.	Ability to identify and minimize the users risk	(1-10)	_____
5.	Ability to increase value	(1-10)	_____
6.	Coordination of activities and documentation	(1-10)	_____
7.	Accessibility and communication	(1-10)	_____
8.	Leadership ability (minimize the need of owner direction)	(1-10)	_____
9.	Your comfort level in hiring the firm/individual again based on performance	(1-10)	_____
10.	Overall customer satisfaction	(1-10)	_____

Signature of person completing this questionnaire:

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## APPENDIX – LITIGATION AND CLAIM HISTORY

Has your company ever failed to complete work awarded to it?  Yes  No

If yes, please provide project name(s), contact information for owner, year(s), and reason why.  
Attach relevant documentation.

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Have you ever paid liquidated damages on any project?  Yes  No If yes, state the project name(s), year(s), and reason why.

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Has your company filed any legal claims associated with any work your company has performed within the last five years?

Yes  No If yes, state the entity name(s), year(s), case number, and reason why.

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Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging?  Yes  No If yes, state the entity name(s), year(s), and reason why:

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Has your present company ever been suspended or debarred?  Yes  No If yes, state the year(s) and reason why:

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**APPENDIX – CONDITIONS OF FEDERAL FUNDING FOR CONTRACTS  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE  
AGREEMENTS**

(to be submitted with each bid or offer exceeding \$100,000)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Consultant/Contractor Authorized Official

\_\_\_\_\_  
Name and Title of Consultant/Contractor Authorized Official

\_\_\_\_\_  
Date

## EXHIBIT – PROJECT SPECIFICATIONS

FIRE VEHICLE BAYS	Size	Size
Apparatus Bays (3) Pull through, Double Loaded (80' D x 62' WJ)	496	496
Bay 1: Battalion @ 22'		
Bay 2: Engine @ 35'		
Bay 3: Ladder @ 53'		
LED Lights		
Infra-Red Gas Tube Heaters		
14x14 Bifold Doors: Full Glass @ front. OH Sectional I @ rear. Full bank of Door Controls at each entry to Bay, and individual controls @ each door. Flashing Amber Warning lights. Timer Controls		
Normal Built-In Bay Exhaust System		
High Velocity (BigAss) Fans		
Supplemental Exhaust System (Plymovent exhaust B.0 .)		
Electric Shorelines (2 per Bay - 20A); Fixed Drops (w/ Cord Reels 8.0 .)		
Data Outlets as directed by City		
2 Spot Floor Drains per bay		
Oil Separator is required by AHJ		
Outside/Inside Hose Bibs located at piers between Doors.		
Sloped Grey Sealed Concrete Floors w/ Stained Traffic Lines		
Hose/Rope Dry Hoist Beam		
Height Clearances (20') to Tip Cabs everywhere		
Sprinkler Riser in the corner of bay		
PPE Room - (50) 24"x24" Wall Mounted Wire Gear Racks (GC)	600	60
Decon/Laundry Configuration: 3 rooms connected internally- separate HVAC & Exhaust Systems		
Dirty Room: Stainless Steel Sink w/ side boards/Emergency Eyewash	80	8
Cleaning Room: Extractor & PPE Frame Dryer (Cuts & Equip. BO) - Stainless Steel Sink w/ side boards/ Floor Mop Sink	185	185
Clean Storage: Stainless Steel Racks & Shelving (BO) for storing 30 sets of clean PPEs (15 hanging/ 15 folded)	136	136
Bay Toilet Room: 1 TLT., 1 Sink, 1 Shower- located in transition zone between "dirty and clean" zones	120	120
EMS Storage: HVAC - Shelving	120	120
Equip/Star/Workshop: 8' OH door to outside - 3' door to Bays - workbench w/ Base & Wall Cabs w/ Stainless Steel Countertop	180	180
Portable Tool Air Compressor (BO) - Flammable Material Cab (BO) - 6' HD, adj. shelving		
Decon Vestibule: Charger Work Surface	120	120
Comp. Room: Tool Air/ Cascade/ Ice Machine (8 .0.) / Floor Sink for Cooler Cleaning	150	150
Tool shop with metal cabinets (Flam cabinet)	150	0
Mech. Storage Mezzanine w/ steel stairs from bays (w/ Training Potential)	600	60
<b>TOTAL FIRE VEHICLE BAY SQUARE FOOTAGE</b>	<b>7401</b>	<b>7251</b>

FIRE PUBLIC SPACES	Size	Size
Entry Vestibule (2 Seated Visitors)	15	150
(1) Public Restroom - HC accessible	6	64
Fire Fighter Workroom: 3 Built-in Workstations, Computers, Copier- Base Radio & Chargers, 4' White Board & 3' Cork Board (BO)	22	225
Captain: 2 Desks/ 2 Visitor Chairs - 2 File Cabinets	200	200
BC: 2 Desks/ 2 Visitor Chairs/ 2 File Cabinets	200	200
Training/ Comm Room: (24 People) Tables & Chairs. Table/Chair Storage (50 SF), AV Storage (50 SF). Coffee Bar Alcove	70	700
IT/Data Closet: 1 rack - Door Access from Corridor	1	12
<b>TOTAL FIRE PUBLIC SPACES SQUARE FOOTAGE</b>	<b>1551</b>	<b>1551</b>

FIRE PRIVATE SPACES	Size	Size
Dayroom: 10 people at Recliners-TV - open to Kitchen/Dining -6' White board & 4' Cork Board (BO)	425	42
Kitchen/Dining with exterior door to Patio	600	60
1 Double Deep Sink w/ high arm faucet & sprayer Stain less Steel Backsplash & Countertops		
Full Suppression Hood Work Island w/ power & HC Food Prep Sink w/ bar seating for 4p		
6 Burner/ 1 oven/ Pot Filler Coffee Station (water connection req'd.)		
3 Lg Refrigerator/Freezers w/ Ice Makers (Locking) Wide Dining/Training table for 10p		
1 Countertop MW Oven 1 Dishwasher		
3 Food Lockers		
Covered Outside Patio w/ wall screening, natural gas hookup for a grill, 2 Picnic Tables (200 SF pad)	75	75
(9) Fire Fighter Bunk Rooms: Bed (Twin XL), Desk, Nightstand, 4 Wardrobes, TV connection (2@130sf ea.) (7@100sf ea.)	960	960
Single Toilet/Shower Rooms - 1 TLT., 1 Sink, 1 Shower (3x5), bench w/ robe hooks and closed cab above (B"D x 4"W) (5@ 120sf ea.)	600	600
Exercise Room: (6) Workout Stations (Equip. BO) (wired for TV) - High Gig. (12' min.) - Gig. Fans - Mirrors - 6' White Bd. & 4' Cork Bd. (BO)	600	600
Laundry Room: Residential Washer/Dryer (BO), Base & Upper Cabinets for linen and Supply Storage	100	100
Janitor's Closet: Mop Sink, Adj. Wood Shelving	64	64
<b>TOTAL FIRE PRIVATE SPACES SQUARE FOOTAGE</b>	<b>3424</b>	<b>3424</b>

Total Net Square Feet	12376	12226
Mechanical / Circulation 40% not Including Apparatus Bays	2966	2906
Grossing Factor Bays Only- 10%	496	49
<b>Total Gross Square Feet</b>	<b>15838</b>	<b>15628</b>

**SITE:**

See attached site diagrams

**GENERAL NOTES:**

All-natural gas appliances and equipment possible  
 Integra I Corner Guards and Chair Rail Guards at corridors and High Occupancy  
 Rooms All furniture & equipment by owner Unless Noted Otherwise (UNO)  
 Non-LEED Sustainable goals  
 TBD Card Readers  
 Throughout

**POTENTIAL ALTERNATES:**

Fencing & Gates  
 4th Bay w/ Bifold Doors  
 Possible Rear Bifold  
 Doors

# EXHIBIT - SITE MAP



**COLUMBIA FIRE DEPARTMENT**

COLUMBIA SOUTH CAROLINA



## EXHIBIT - CITY OF COLUMBIA HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2021

<b>Holiday – 2021</b>	<b>*Official &amp; Designated Day – Date - 2021</b>
New Year’s Day	Friday – January 1, 2021
Martin Luther King, Jr. Day	Monday – January 18, 2021
Friday before Easter	Friday – April 2, 2021
Memorial Day	Monday – May 31, 2021
Juneteenth	Friday – June 18, 2021
Independence Day	Monday – July 5, 2021
Labor Day	Monday – September 6, 2021
Thanksgiving Day	Thursday – November 25, 2021
Day After Thanksgiving Day	Friday – November 26, 2021
Day in conjunction with Christmas	Friday – December 24, 2021
Monday After Christmas	Monday – December 27, 2021





## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is being awarded under procurement method **Enter RFP/RFQ/IFB** Number and Name.

1. **PURPOSE** – This Agreement is entered into as of the date of the last signature affixed hereto, by and between the City of Columbia, South Carolina (hereinafter referred to as the “City”) and **Name of Firm**, (hereinafter referred to as the “Enter Engineer, Contractor, Consultant”), to **sentence for purpose (i.e. provide technical consulting support for a sanitary sewer extension project for the City of Columbia, SC).**

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. **SCOPE OF SERVICES** – Upon written notification by the City to proceed, the Engineer shall provide the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.
3. **SUPPLEMENTAL OR ADDITIONAL SERVICES** – The City may require supplemental or additional services of the Engineer or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any supplemental or additional services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

4. **TERM OF AGREEMENT** – The term of the Agreement is the date of the execution of this *Award* or a *Notice to Proceed* for an initial term of **Number (Number)** years, with the option to renew or continue with work for **Number (Number)** additional one-year period(s) at the mutual pleasure of both parties.

The decision whether to extend the Agreement, upon written request, shall be the sole and exclusive discretion of the City and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

5. **SCHEDULE FOR COMPLETION OF SERVICES** – The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit B, attached hereto.
6. **COMPENSATION** – (See Exhibit C)

A. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed i.e. **Dollar amount and No/100 (\$XXX,XXX.00)**.

B. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Engineer must invoice monthly regardless of work being completed during that period. If no work is completed, a zero balance invoice should be submitted. **Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Subconsultants shown on Exhibit D hereto.** Each invoice shall bear the signature of the Engineer, whose 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.

C. Invoicing Procedure:

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

D. Prompt Payment to Subconsultants and Material Suppliers (Use Prompt Payment Affidavit)

1. The Engineer is required to pay all Subconsultants and material suppliers for all work that the Subconsultant has satisfactorily completed, no later than twenty (20) calendar days after the Engineer has received payment from the City.
2. In addition, all retainage amounts received from the City by the Engineer must be paid by the Engineer to the Subconsultant no later than fourteen (14) calendar days after the Subconsultant has, in the opinion of the Assistant City Engineer for Construction or his/her designee, satisfactorily completed its portion of the Work.
3. A delay in or postponement of payment to the Subconsultant or material supplier requires good cause and prior written approval of the City's Assistant City Engineer for Construction or his/her designee.
4. The Engineer is required to include, in each Subcontract, a clause requiring the use of appropriate arbitration mechanisms or other method to resolve all payment disputes.
5. The City will not pay the Engineer for subsequent work performed unless and until the Engineer ensures that the Subconsultants 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 Engineer's sworn statement that

it has complied with the prompt payment requirements. The Engineer must submit a Prompt Payment Affidavit, Subconsultant list that identifies each Subconsultant (both Disadvantaged Business Enterprises (DBEs) and non-DBEs) including Subcontract values and the date and amount of the last payment to such Subconsultant(s). That documentation must be provided with every payment request submitted to the City, except for the first payment request.

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

E. Affirmative Action Procurement and Contracting Goals:

It is the goal of the City of Columbia, SC to maximize opportunities for historically Disadvantaged Business Enterprises (DBEs) including, but not limited to, Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), and Women-Owned Business Enterprises (WBEs). The City has implemented an overall citywide 10% goal to encourage socially and economically disadvantaged business participation. This goal extends to bidders, contractors, Subconsultants 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, 4<sup>th</sup> Floor, Columbia, SC 29201, (803) 545-3950.

The City's success in tracking the amount of business received by SBE, MBE and WBE firms (whether as a prime Engineer or Subconsultant) is dependent upon the business community partnering with the City in this important

endeavor.

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

F. Subcontracting Goals

Under this Agreement, the subcontracting goals are as follows:

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

The Engineer will ensure Subconsultant performance during the period of performance, and optional periods as applicable. Achievement of these goals is expected during the life of the Agreement, including any extensions thereof.

7. **MENTOR-PROTÉGÉ PROGRAM** (<http://www.columbiasc.net/business-outreach/>) **Non-applicable** – The City of Columbia encourages, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined

that participation in the City's Mentor-Protégé Program is required for this project. The MPP goals for this requirement are

The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any third-party beneficiary status or contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual Agreement with the Protégé to which the City is not a party. The MPP Implementation Plan is attached hereto as Exhibit E.

## 8. INDEMNIFICATION & INSURANCE

- A. The Engineer shall procure and shall maintain during the life of this Agreement, whether such operation be by itself or by a Subconsultant or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Agreement, to adequately protect the City from any claims or damages including bodily injury or death, which may arise during performance and operations under this Agreement.

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.

Workers Compensation Insurance: The Engineer shall procure and shall maintain during the life of this Agreement, Workers Compensation Insurance for all employees to be engaged in work on the project under this Agreement, and in case any work is subcontracted, the Engineer shall require the Subconsultant similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the Engineer's Worker Compensation Insurance. The Engineer shall not permit any person who is not protected by

Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this Agreement.

General Liability: The Engineer shall provide to the City evidence of General Liability insurance in an amount not less than One Million Dollars and no/100 (\$1,000,000) per occurrence, and Two Million Dollars and no/100 (\$2,000,000) dollars aggregate in accordance with the current Code of Ordinances, City of Columbia, South Carolina, which can be located at [www.columbiasc.net](http://www.columbiasc.net).

Professional Liability: Professional Liability Insurance in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence, and Two Million Dollars and No/100 (\$2,000,000.00) Aggregate.

Automobile Liability Insurance: Five Hundred Thousand Dollars and No/100 (\$500,000.00) combined single limit per accident for bodily injury and property damage.

- B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any Subconsultant of the Engineer commencing any services under this Agreement and this insurance shall remain in effect throughout the term of this Agreement, and any extensions of service. Insurance shall remain in effect for the duration of the project and for a period of one (1) year after completion. The City of Columbia shall be the Certificate Holder and shall be named as an *Additional Insured*.
- C. The Engineer shall indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by Engineer, its Subconsultants,

officers, agents and employees of any of the obligations under the Agreement. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The Engineer will also agree to promptly notify the City of any civil or criminal actions filed against the Engineer or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided under this Agreement. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

## 9. PERMITS & LICENSES

- A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.
- B. The Engineer shall be responsible for identifying the necessity for and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not be limited to, South Carolina Department of Health and Environmental Control (SCDHEC) Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/ South Carolina Department of Health and Environmental Control (SCDOT) Encroachment Permits, encroachment permits for other utility rights-of-way and railroad right-of-way encroachment permits/agreements. The City shall obtain the



approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

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

11. **INTEREST OF ENGINEER** – The Engineer covenants that Engineer 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 this Agreement or which is adverse to the interests of the City. The Engineer further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Engineer is expected to make Engineer's 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 Engineer 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 this Agreement.

12. **TERMINATION OF AGREEMENT** – The City may terminate this Agreement at any time upon any of the following grounds:

- A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;
- B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days after being notified by the City of such deficiency;
- C. Force Majeure;
- D. The City, at its sole option and discretion, has the right to terminate this Agreement for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;
- E. Upon expiration of the term of this Agreement; and
- F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that

stated herein.

13. **OWNERSHIP OF PROJECT** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

14. **OWNERSHIP OF PROJECT DOCUMENTS** - All data, documents or other information of any description generated by or used by the Engineer or any Subconsultant retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

15. **NOTICE** - All notices and communications in connection with this Agreement will be addressed to the following:

**City of Columbia**

Name: Office of Procurement and Contracts  
Title: Purchasing Agent  
Address: 1800 Main Street  
Second Floor  
Columbia, SC 29201  
Phone: (803) 545-3470  
Fax: N/A  
Email: [procurement@columbiasc.gov](mailto:procurement@columbiasc.gov)

**Name of Firm**

Name: Name  
Title: Position Title  
Address: Address  
City, State, Zip  
Phone: ###-###-####  
Fax: ###-###-####  
Email: name@\_\_\_\_.com,

16. **CONSENT DECREE - Non-Applicable**

A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21,

2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

- B. In addition to the requirements above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement.
- C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing

- such delay to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.
- D. The Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit B attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer that results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available for the Engineer's failure to perform pursuant to the Agreement.
- E. The Engineer shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

## 17. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.
- B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.
- C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The Engineer shall be as fully responsible to the City for the acts and omission of its Subconsultants, as it is for the acts and omissions of persons directly employed by the Engineer.

The Engineer shall furnish and its Subconsultants shall furnish all information

and reports required hereunder.

- D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer 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 this Agreement, if any, shall not be construed against the City.
- E. This Agreement shall be construed in accordance with the laws and City of Columbia Code of Ordinances and those of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the courts of Richland or Lexington County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer 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 Engineer.
- F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. The parties may amend this Agreement at any time provided that such Amendments are executed in writing, signed by a duly authorized representative of both organizations, and approved, where applicable, by the City's governing body.

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

- G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.
- H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- I. This Agreement is subject to City Council approval.
- J. The Engineer acknowledges, for itself and its Subconsultants, that it 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:
1. influence the discharge of a public official's, public member's, or public employee's official responsibilities;
  2. influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or,
  3. 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.

- K. In carrying out the service, the Contractor/Consultant/Architect/Engineer shall not discriminate against any employee or applicant for employment because of that employee or applicant's age, sex, gender, gender identity or expression, sexual orientation, race, religion, creed, color, disability, national origin, veteran or military status, political affiliation, or any other characteristic protected by federal, state, or local laws ("protected characteristic"). The Contractor/Consultant/Architect/Engineer shall take affirmative steps to ensure equal employment opportunities for all applicants for employment, without regard to their protected characteristics. For the purpose of this Non-Discrimination in Contracting Policy, the term "sex" includes medical needs and / or lactation needs arising from pregnancy, childbirth, or related medical conditions pursuant to the South Carolina Pregnancy Accommodations Act, 2018 S.C. Act No. 244. This Non-Discrimination in Contracting Policy extends to all aspects of the Contractor/Consultant/Architect/Engineer's operations, including, but not limited to the Contractor/Consultant/Architect/Engineer's employment practices (including selection, hiring, assignment, re-assignment, training, promotion, transfer, compensation, layoff, leave of absence, return from layoff or leave of absence, discipline, and termination); selection of volunteers and vendors, and provision of services. The Contractor/Consultant/Architect/Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this Non-Discrimination in Contracting Policy. The Contractor/Consultant/Architect/Engineer shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.
- L. This Agreement shall be binding upon the respondent and upon its successors and assignees. This Agreement shall be binding upon the City in accordance with its terms and provisions.



- M. All of the reports, information, data, records or documents of any kind, prepared or assembled by the Engineer under this Agreement are matters of public record, but that the Engineer agrees that they shall only be made available to any individual or organization by the City and the Engineer shall not make them available to any individual or organization without the prior written approval of the City.
- N. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Conflict of Interest Statement, Non-collusion Affidavit, Business Information Record for Subconsultants /Subcontractors, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

18. **TERMS AND CONDITIONS** - Federal Funding Conditions: The Engineer must comply with the conditions of federal funding as follows:

1. ANTI-KICKBACK ACT OF 1986: Prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government. The Engineering Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance by the sub Engineering Consultants with such regulations, and shall be responsible for the submission of affidavits required of sub Engineering Consultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

2. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Engineer represents and warrants that it and its subcontractors are not debarred, suspended, or

placed in ineligibility status by any federal, state, or local regulatory authorities.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 200: which revises the following, 24 CFR 570.502, 570.610 Engineering Consultant shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations", OMB Circular A-133, "Audits of Institutions of Higher Education, and Other Non-profit Institutions". Audits shall be conducted annually. Engineering Consultant shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or the related HMGP provisions.

4. AMERICANS WITH DISABILITIES ACT: Engineering Consultant agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable with the Engineering Consultant and the activities to be performed by Engineering Consultant under the scope of this Agreement. If employing more than fifteen (15) employees, Engineering Consultant agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A) -(L), Engineering Consultant agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, Engineering Consultant agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: The Engineer will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Engineer will report each violation to the City, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office (EPA).

The Engineer agrees to include these requirements in each subcontract exceeding Twenty-Five Thousand Dollars (\$25,000.00) financed in whole or in part with federal assistance provided by FEMA.

6. Every exhibit, schedule and appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference unless this Agreement expressly provides otherwise. This Agreement, exhibits and other documents include, but are not limited to the Scope of Services and Schedule, Fee, Subconsultant Form, Invoicing Procedures, Prompt Payment Affidavit, the Conflict of Interest Statement, Non-collusion Affidavit, Local Business Enterprise, and Mentor Protégé Implementation forms are incorporated by reference in this Agreement and set forth the entire understanding between the parties hereto regarding the subject matter hereof.

7. The Engineer acknowledges that Federal Emergency Management Agency (FEMA) and Hazardous Mitigation Grant Program (HMGP) financial assistance will be used to fund the Agreement only. Successful Engineering Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, HMGP policies, procedures, and directives.

8. AMENDMENTS: The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable by the City's governing body. The City may in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, polices and available funding amounts, or for other reasons. If such amendments result in a change on the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment and signed by both parties.

Name of Firm  
Project Name

9. The City will maintain oversight to ensure the Engineer performs in accordance with all terms, conditions and specifications. The Engineer will be responsible for performance of all services required by the Agreement.

Witness the parties' respective hands and seals on the date first written below.

**CITY OF COLUMBIA, SOUTH CAROLINA**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Teresa Wilson, City Manager**

**Date:** \_\_\_\_\_

**NAME OF FIRM**

\_\_\_\_\_  
**Print: Name/Title**

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

**(Corporate Seal)**

**Attest**

\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

***Space Left Intentionally Blank***

**List of Exhibits**

Exhibit A – Statement of Work

Exhibit B – Schedule for Completion of Services

Exhibit C – Compensation

Exhibit D – Business Information Statement for Subconsultant/Subcontractor

## EXHIBIT – INVOICING PROCEDURES

1. The City's Project Manager or his/her designee must review all invoices prior to payment.
2. The Consultant's invoice must contain sufficient detail by task and resource and should be easily traceable to the work completed on the project schedule. Descriptions used in the project schedule shall match those descriptions contained in the Consultant's invoice. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
3. The work completed on the Consultant's project schedule must be the basis for full or a percentage of payment for work completed on the Consultant's invoice.
4. The Consultant will not request payment for taxes on Professional Services, labor, or installation fees.
5. The Consultant will not invoice, or request payment for any equipment or services that may be specified in this Agreement prior to the delivery of said equipment or performance of said services.
6. The Consultant shall adhere to an agreed-upon delivery schedule for equipment and/or services. This is to ensure that the City does not pay for the advanced delivery of equipment that was not approved for delivery and/or have to warehouse or make space for unanticipated equipment deliveries. Exceptions to this requirement must be approved by the City's designated Project Manager and Purchasing Agent in writing.
7. All invoices shall include a valid Purchase Order number on the bill. If an approved 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 Consultant's invoice.
8. The Consultant shall name a representative that will be responsible for reviewing all invoicing concerns that the City may have regarding this project.
9. The Consultant shall submit receipts for all actual expenses.
10. 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 Agreement. It pertains to ***approved*** travel to and from Columbia if necessary to fulfill the terms of the Agreement.). Travel expenses apply only if applicable and approved by the City.
11. Lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at [www.gsa.gov](http://www.gsa.gov), based on the date of travel. Lodging expenses apply only if applicable and approved by the City.
12. Field documents and other equipment/supplies shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
13. Other required non-labor expenses that may be applicable to the project and pre-approved by the City's designated Project Manager shall be invoiced at cost only, with no markup, and the invoice must be submitted with approved documentation (packing slip/vendor invoice).
14. Each invoice/payment request shall identify the percentage and dollar amount that will be paid to the Subconsultant and/or vendor for work performed and materials/products furnished. If required, the Consultant shall submit supporting documentation as required by the designated point of contact to support the amount being invoiced.
15. The Consultant shall provide the names of the Subconsultants and/or vendors and a description of the work performed in the invoice/request for payment. The Consultant shall also provide a breakdown of the supplies and materials being billed by each Subconsultant and/or vendor and the dollar amount to be reimbursed by the City.

## EXHIBIT - PROMPT PAYMENT AFFIDAVIT

[Consultant] 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. \_\_\_ [Subconsultant], 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 [Subconsultant] 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 Project Manager may cause the Payment Request to be rejected by City.)

3. \_\_\_ All retainage amounts withheld from any [Subconsultant] who satisfactorily completed its portion of the contract work, including punch list items, were paid to the [Subconsultant](s) no later than fourteen (14) calendar days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to [Consultant]. 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 [Subconsultant], whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the [City's Project Manager].

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

## **EXHIBIT – CONDITIONS OF FEDERAL FUNDING**

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

### 1. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

### 2. Statutory and Regulatory Compliance

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

### 3. Breach of Contract Terms

THE CITY OF COLUMBIA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### 4. Reporting Requirements

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by THE CITY OF COLUMBIA. The Contractor/Subcontractor shall cooperate with all THE CITY OF COLUMBIA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

### 5. Access to Records

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers,



and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. Maintenance/Retention of Records

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. Energy Efficiency

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Title VI of the Civil Rights Act of 1964

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, 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.

11. Section 109 of the Housing and Community Development Act of 1974

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. Section 504 of the Rehabilitation Act of 1973

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. Age Discrimination Act of 1975

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. Debarment, Suspension, and Ineligibility

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. Conflicts of Interest

The Contractor/Subcontractor shall notify THE CITY OF COLUMBIA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The

Contractor/Subcontractor shall provide THE CITY OF COLUMBIA any additional information necessary for THE CITY OF COLUMBIA to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by THE CITY OF COLUMBIA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. Subcontracting

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to THE CITY OF COLUMBIA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. Assignability

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of THE CITY OF COLUMBIA.

18. Indemnification

The Contractor/Subcontractor shall indemnify, defend, and hold harmless THE CITY OF COLUMBIA and its agents and employees from and against any and all claims, actions, suits,

charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. Copeland “Anti-Kickback” Act (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. Contract Work Hours and Safety Standards Act

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. Termination for Cause (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the

covenants, agreements, or stipulations of this contract, THE CITY OF COLUMBIA shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor 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, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of THE CITY OF COLUMBIA, become THE CITY OF COLUMBIA's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to THE CITY OF COLUMBIA for damages sustained by THE CITY OF COLUMBIA by virtue of any breach of the contract by the Contractor/Subcontractor, and THE CITY OF COLUMBIA may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to THE CITY OF COLUMBIA from the Subcontractor is determined.

23. Termination for Convenience (Applicable to contracts exceeding \$10,000)

THE CITY OF COLUMBIA may terminate this contract at any time by giving at least 60 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by THE CITY OF COLUMBIA as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. Section 503 of the Rehabilitation Act of 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities

a. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;

- vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
  - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - viii. Activities sponsored by the contractor including social or recreational programs; and
  - ix. Any other term, condition, or privilege of employment.
- b. The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- c. In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- d. The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- e. The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- f. The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

A. The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment 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.

B. The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor/Subcontractor 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 agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. Certification of Compliance with Clean Air and Water Acts (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:



A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. Lobbying (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. Bonding Requirements

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor/Subcontractor shall comply with THE CITY OF COLUMBIA bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

(1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract. (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. Section 3 of the Housing and Urban Development Act of 1968 (As required by applicable thresholds)

A. The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which the Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The *Contractor/Subcontractor* will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor/subcontractor* is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the *Contractor/Subcontractor's* obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. Fair Housing Act

*Contractor/Subcontractor* shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_11868.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf) for more information.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance

transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website:

[www.USASpending.gov](http://www.USASpending.gov).

### 33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

### 34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

### 35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development

Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. § §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-

CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

(1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b)Plan contents.

- (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
- (2) The plan shall provide for relocation assistance in accordance with § 42.350.
- (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on THE CITY OF COLUMBIA's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at [www.the City of Columbia.gov](http://www.the City of Columbia.gov). Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov).

50. Monitoring

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, THE CITY OF COLUMBIA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.



## EXHIBIT – ADDITIONAL FEDERAL REQUIREMENTS

The use of funding from the U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation, will require the following additional requirements and considerations related to architectural design and engineering.

The Federal Register Notice (FR-6109-N-02) governing the MIT allocation requires:

*“All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (0.2 percent annual chance) floodplain must be elevated or flood-proofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or flood-proofed at least three feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.”*

The City of Columbia’s CDBG-MIT Action Plan, approved by HUD on June 29, 2020 further requires:

*“The new station house will be designed with enough space to ensure that additional equipment and resources can be staged at the station when large-scale events occur on the nearby campus, or in the event of potential severe weather. In addition, the new station will add a bay that will accommodate a ladder truck and an additional bay for future use. A training room will provide space for CPR and emergency response training for first responders and for the surrounding community. The station will also have a full-building natural gas-powered generator. The City will decide during the design phase of the Fire Station project whether or not it is feasible to add a “safe room” to the structure.*

*The station will be elevated or flood-proofed as required, pursuant to 24 CFR 55.2 (b) (3) or any successor standard, up to at least 3 feet above the 100-year floodplain, and may include using structural or nonstructural methods to reduce or prevent damage. It will be designed to adapt to, withstand, and rapidly recover in the event of a flood. The City intends to include requirements for green infrastructure, reduction of impervious surfaces, and other mitigation measures in the design requirements for the Fire Station project.*

*The City also wishes to secure enough land to expand and accommodate Columbia Police Department operations and support services at this site in the future. As the City expands, both through growth and development and through annexations, there will be a need to locate a new police facility in this area of the City. The City intends to co-locate that facility with the Columbia Fire Department, as has been done successfully in other parts of the City. Having enough space for this expansion of service is critical for ensuring the welfare of the growing community. The new fire station will be located outside any dam failure inundation area. That said, dam failure inundation areas will be considered to help information planning, locations, design, construction, and if needed, elevation of critical components.”*

*“The City intends to promote high-quality, durable, sustainable, mold-resistant, and energy-efficient construction methods for all activities funded with CDBG-MIT resources, as applicable. All newly constructed buildings must meet all locally adopted building codes, standards, and ordinances. In the absence of specific locally adopted and enforced building codes, the requirements of the South Carolina State Uniform Building Code will apply.*

*As applicable, the City will – at a minimum – adhere to the advanced elevation requirements established in the Federal Register Notice (FR-6109-N-02), subtitled “Elevation standards for new construction, repair of substantial damage, or substantial improvement.” To this effect, future property damage will be minimized by requiring that any rebuilding be done according to the best available science for that area with respect to base flood elevations.*

*As applicable and within its policies and procedures on a program basis, the City or its subgrantees will document decisions to elevate structures. This documentation will address how projects will be evaluated and how elevation costs will be reasonably determined relative to other alternatives or strategies, such as infrastructure improvements to reduce the risk of loss of life and property.*

*The City recognizes that natural or green infrastructure methods provide drainage functions to reduce stormwater runoff while offering low-cost and attractive site design options. All commercial or institutional construction or retrofitting funded with CDBG-MIT will utilize one of the following green infrastructure strategies to reduce runoff, retain water, and improve water quality on the subject site:*

- Retain or plant native vegetation.*
- Remove existing impervious surface area or utilize pervious pavement.*
- Install bioswales or other retention areas.*
- Collect rainwater for non-potable uses.*
- Install green roofs.*

*The fire station and any subsequent new construction or retrofit of public facilities will, to the maximum extent feasible, adopt one or more of the following programs:*

- ENERGY STAR*
- Enterprise Green Communities*
- LEED*
- ICC-700 National Building Standard*
- U.S. EPA Indoor AirPlus*
- Any other equivalent comprehensive green building program deemed acceptable to HUD and approved by the City*

*The City has adopted Green Building and energy efficiency codes for use with all HUD- funded projects as feasible. Effective January 1, 2020, the International Energy Conservation Code has been adopted for all City construction projects. The City reviews and revises (as necessary) its code every two years. The building code within which Columbia needs to operate is mandated by the State of South Carolina. Any deviations or modifications must be approved by the State. The City intends to include high-quality, durable, sustainable, mold-resistant, and energy- efficient construction methods in specs for all CDBG-MIT projects.*

*The division below outlines the Energy Conservation Code under which the City currently operates:*

#### **DIVISION 8. - ENERGY CONSERVATION CODE**

##### ***Sec. 5-171. - Adoption; conflicting provisions.***

*(a) There is hereby adopted by and for the city the International Energy Conservation Code 2009 edition as adopted by the South Carolina Building Code Council, Inc., which code is published separately in book form and is adopted by reference as though copied fully in this section. Any provision concerning the qualification, removal, dismissal and duties of the building official or any other city employee are deemed excluded from this section. A file of record of this code is in the offices of the city clerk and building official.*

*(b) In the event of any conflict between the provisions of the code adopted by this section and state law or city ordinances, rules or regulations, then the code adopted by this section shall prevail and be controlling unless the code is specifically amended by state law which shall prevail and be controlling.*

*(Code 1979, § 6-2081; Ord. No. 2005-078, 8-10-05; Ord. No. 2009-069, 11-18-09; [Ord. No. 2016-074, 10-18-16](#))*

*The following additional measure was added to the last Code revision:*

- Designers, contractors, and inspectors will place more emphasis on proper soffit installation to limit wind-driven rain. “*