



CITY OF COLUMBIA, SOUTH CAROLINA

Request for Proposal (RFP)

Preconstruction and CMAR Services for Saluda River Force Main Extension SS7568 RFP012-20-21-SSL

Issuance Date: March 12, 2021

Non-Mandatory Pre-Proposal Meeting: March 23, 2021 at 10:00 A.M. (ET)
To be held virtually via Zoom

Last Day to Submit Questions:
March 26, 2021 at 12:00 P.M. (ET)

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

Response Deadline: April 15, 2021 at 12:00 P.M. (ET)
Send Hard and Digital Copies to:
1800 Main Street – Second Floor
Columbia, S.C. 29201

Attention: *Shannon S. Lizewski*, CPPO, Deputy Director
And *Kent D. Davis*, Procurement Manager

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I. GLOSSARY OF TERMS

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

Administration: Performance of executive duties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITION OF TERMS:

Whenever the terms “**shall,**” “**must,**” or “**is required**” are used in the RFP, the referenced task is a mandatory requirement of this RFP. 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 RFP, 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 RFP. The selection of an apparent successful firm does not necessarily mean the Selection Committee accepts all aspects of the firm’s submittal or proposal.

GLOSSARY OF TERMS SPECIFIC TO THIS SOLICITATION

Construction Manager At-Risk (CMAR): A business having a contract with a governmental body to provide professional consulting services during the pre-construction phase and also provide general contracting services during the construction phase of a project.

Guaranteed Maximum Price (GMP): A set limit (maximum price) that the project construction will cost the Owner. This price limit includes cost of work, contingencies and allowances and is negotiated as the project design nears completion.

II. BACKGROUND

The City of Columbia, South Carolina is seeking to hire a qualified construction manager at risk firm to provide pre-construction consulting services and construction management at risk services for the construction of an approximately 3,500 linear foot 36-inch force main extension that will relocate the outfall of the existing 36-inch Saluda River force main to another location within the City of Columbia gravity sewer system. The force main extension is required to bypass a capacity limiting pipe section and reduce the likelihood of sanitary sewer overflows.

The proposed force main extends from the existing force main outfall at manhole 25109MH near the Saluda Riverwalk Park, crosses underneath the Saluda River adjacent to Dominion Energy overhead transmission lines, and crosses under a vehicle bridge owned by Riverbanks Zoo before out-falling at manhole 25213MH. Close coordination with these parties will be required to ensure the construction process proceeds smoothly with limited interruption to businesses, public services and recreation.

The proposed force main will be located roughly adjacent to existing City of Columbia gravity sewer mains and will be installed within a new permanent utility easement adjacent to existing easements. The project includes an approximately 800 linear foot trenchless crossing of the Saluda River as well as a trenchless crossing of historic mill ruins on property owned by Riverbanks Zoo.

Attached as an Exhibit is a project map.

Stantec Consulting Services, Inc. ("Design Engineer") is currently in the preliminary design phase of the project. Construction work for the project is estimated to commence in June 2022, substantial completion of the project is estimated for April 2023, and final completion of the project is estimated for June 2023 ("**Project Schedule**").

The Owner anticipates using a Construction Manager At-Risk ("**CMAR**") project delivery approach during design for preconstruction services and construction of the project. A Guaranteed Maximum Price ("**GMP**") and an updated Project Schedule will be established by the Owner and the CMAR pursuant to the Construction Management Agreement.

The project schedule is of critical importance to meet consent-order completion deadlines. The Owner is willing to consider a monetary incentive based on project completion ahead of schedule, to be determined during the GMP development phase.

Special Considerations for CMAR – South Carolina Code 40-11-320 and Regs. 19-445.2145(N): Firms seeking CMAR work must be registered both as a construction manager and as a general contractor with the SC Contractor's Licensing Board. The construction manager at-risk's General Contractor's license must have a license group designation that will allow the construction manager at risk to provide 100% Performance and 100% Labor and Material Payment Bonds for the entire project.

The City of Columbia Clean Water 2020 Program (Owner's Representative) will handle the day-to-day administration of the project and facilitate effective communication between the CMAR, Design Engineer, and other parties as necessary.

The Offeror should refer to the Columbia Water Engineering Regulations for standard specifications and design criteria:

<https://www.columbiasc.net/depts/utilities-engineering/docs/engregs/engregmanual.pdf>

III. GENERAL INFORMATION

Sealed proposals in response to this RFP are being solicited by the City of Columbia, Department of Procurement and Contracts, for the above titled project. Proposals must be submitted electronically through eBidcolumbiasc, the City's e-Procurement System at <https://columbiasc.ionwave.net> by the date and time specified herein. Hardcopy submittals must be sent to *City of Columbia, Department of Procurement and Contracts, 1800 Main Street, Second Floor, Columbia, South Carolina 29201; Attn: RFP012-20-21-SSL Preconstruction and CMAR Services for Saluda River Force Main Extension SS7568*. Detailed instructions for submitting responses to this RFP can be found under Section VI. *Mandatory Response Requirements and Submittal Format*.

The City of Columbia, hereinafter referred to as the "City," is soliciting proposals from qualified firms to provide construction manager at-risk (CMAR) services on the Saluda River Force Main Extension project.

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

The selection process will place an emphasis on the Offeror's demonstrated ability on past projects of similar size, nature, and scope to self-perform significant portions of construction on the Project utilizing their own workforce. Owner chose the CMAR delivery method specifically to expedite project schedule, with the CMAR providing constructability reviews and other pre-construction services essential to the overall success of the project. The CMAR will have a fiduciary role and responsibility to the Owner. The CMAR must act in the best interests of the Owner, using its best efforts to perform the project in an expeditious and cost-effective manner consistent with the Owner's program requirements and budget.

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. ***The City of Columbia Local Business Enterprise (LBE) policy applies to this solicitation.*** You do not have to be a LBE in order to submit a proposal for this project. For the purpose of ranking proposals submitted in competition for a qualifying contract valued above \$25,000 under a best value method of contracting wherein factors, other than price, are taken into consideration, the City shall evaluate any proposal submitted by an LBE by increasing its cost/price evaluation factor by five (5) percentage points of the total number of points allocated for the cost component of the evaluation process. If the aforementioned Evaluation Preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror provided that interviews and/or demonstrations are not required. The certified LBE must be from the 8 county Combined Statistical Area (CSA) as defined in the City of Columbia's LBE policy and must also be registered with the City of Columbia's Compliance Office as a certified LBE before the proposal is submitted. Please see the City of Columbia's LBE policy on eBidcolumbiasc for details.

Minimum Qualifications

The Offeror (or its major (at least 50%) joint venture partner or member) must have experience as the prime at risk contractor, or design-builder (either individually or as the major joint venture partner or member) for construction of a minimum of (3) three like size or larger public utility pipeline projects to be considered for further evaluation.

IV. SCOPE OF SERVICES

A. General

It is the Owner's intent to bring the CMAR into the process during the preconstruction phase. The CMAR must demonstrate proven ability on projects of the scope and complexity similar to the given project to provide technical construction consultation during the design stage of the project and to act as the construction manager at risk in organizing and directing construction activities. The CMAR shall be responsible for cost estimates and budget control, reviewing design during the entire project to provide early value engineering, constructability recommendations, construction coordination and scheduling, and direction of all construction activities.

The CMAR will be required to provide preconstruction and construction services, including the requirements for separate specifications, public bidding, Minority/Women/Disadvantaged Business Enterprise participation, and bonding by the CMAR's construction subcontractors. The CMAR must comply with the requirements of all applicable federal, state and local laws. The Owner shall have the right to approve award of all construction

subcontracts after evaluating and considering the recommendations of the CMAR.

Preconstruction Services for the project will commence once a CMAR receives an executed contract and will carry through the GMP signing with the Project Schedule. The Owner reserves the right to make reasonable changes to the Project Schedule as project requirements dictate.

The CMAR shall assume responsibility for all construction, construction management and general contracting services for the project. Such basic services shall include, but not be limited to self-performance of work, all estimating, scheduling, administration, permitting, on-site management and reporting required for the successful construction of the project within the Owner's Project control budget and Project Schedule.

B. Pre-Construction Services

- Develop the project execution plan, including project schedule.
- Develop construction management plan for the construction phase, including a subcontracting and procurement plan.
- Planning and coordinating with Owner and Design Engineer to identify and develop specific bid packages for the Work required for this project.
- Perform value engineering and constructability reviews on design development submittals in conjunction with the Owner and the Design Engineer.
- Attend up to six design review meetings and workshops. CMAR will provide, at a minimum, the designated superintendent/construction manager and estimator to be available for the workshops in order to provide input regarding cost, scheduling, and constructability.
- Prepare and maintain a project cost model and project schedule, and submit detailed, open-book cost estimates at the 30%, 60% and 90% milestones as the design is advanced.
- Prepare, implement and maintain a project specific risk management plan including providing a risk register at 30%, 60% and 90% milestones as the design is advanced.
- Submit and negotiate a GMP or fixed-price proposal for the construction phase at 90% milestone.
- Identify project construction permitting requirements and determine when certain construction permitting activities should be initiated.

C. Construction Phase Services

- Self-perform elements of the project scope, as approved by the Owner and allowed by law.
- Conduct pre-bid conferences with interested bidders, sub-contractors, material suppliers, and equipment suppliers. CMAR shall record minutes of the pre-bid conferences.
- Secure necessary construction permits.
- Reviewing design documents, inclusive of Drawings and Specifications developed by the Engineer as they are advances toward final completion and notifying the Owner and Design Engineer of any inconsistencies between the GMP and the final design Drawings and Specifications
- Planning, scheduling, and managing the construction of the Project
- Maintaining comprehensive health and safety program, ensuring that sub-contractors adherence to those programs, and providing a safe work site for all project participants
- Managing construction schedule
- Managing and mitigating construction risk
- Constructing the facilities
- Coordinating sequencing of construction activities/planning with Owner
- Complying with all Federal, State, and local construction permitting requirements
- Coordinating work of all sub-contractors
- Providing a comprehensive construction Quality Assurance/Quality Control program
- Providing regular open-book financial accounting status reports on project costs
- CMAR will hold all construction contracts and will provide performance and payment bonds in the amount of the GMP.
- Conduct startup, commissioning and performance testing.
- Provide warranty coverage for constructed work.

D. Roles and Responsibilities

- i. Owner:** The Owner or its duly authorized Representative will cooperate with the CMAR and will fulfill its responsibilities in a timely manner to facilitate the CMAR's timely and efficient performance of services. Owner responsibilities include:
 - Review preconstruction-phase deliverables and submissions, providing comments to CMAR.
 - Furnish existing studies and provide complete, accurate and reliable data and information regarding the Project, including record drawings, preliminary studies, etc.
 - Provide information and perform additional studies that may be necessary to complete the Project.
 - Provide adequate funding.
 - Provide access to the Project site and any necessary easements.
 - Obtain the governmental approvals and permits Owner is responsible for and assist CMAR in obtaining governmental approvals and permits it is responsible for.

- ii. CMAR:** The CMAR will cooperate with the Owner and Design Engineer and will provide the preconstruction- and construction-phase services necessary to complete the Project scope specified in this RFP. CMAR responsibilities include:
 - Deliver the constructed work.
 - Supervise subcontractors and CMAR personnel.
 - Obtain necessary governmental approvals and permits.
 - Perform risk management and mitigation activities.
 - Maintain site security and safety.
 - Conduct acceptance testing.
 - Develop and implement quality-management (including quality control and quality assurance) procedures.
 - Establish and maintain change order management plan.
 - Develop and implement Project health and safety practices.

- iii. **Design Engineer:** The Design Engineer will prepare all design documents, work collaboratively with the Owner and the CMAR, and provide services during construction to ensure that the Project as constructed conforms to the design intent and Owner's objectives.

V. ELABORATION AND CLARIFICATION

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

Exceptions to the terms, conditions, provisions, and requirements in this RFP and the sample contract terms and conditions, must be submitted in writing, clearly marked "Exceptions", by the question deadline. Otherwise, the City will assume that any Offeror that responds to this RFP fairly accepts all of the RFP and sample contract terms, conditions, provisions and requirements. **The sample contract terms and conditions are provided in Exhibit - Draft Contract Terms and Conditions.**

VI. MANDATORY 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 the date and time provided herein. Respondents **must** also deliver one (1) original **UNBOUND** copy and five (5) digital copies (e.g., CD, USB flash drive) of the information requested herein.

Hardcopy submittals must be clearly labeled on the outside of the envelope with the following wording: "***RFP012-20-21-SSL Preconstruction and CMAR Services Saluda River Force Main Extension SS7568***" All late submittals will be rejected. The City is not responsible for late submissions caused by delays in mail delivery or a delay in any other method of delivery.

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

Print size shall be 12 pt. font minimum, on 8½ by 11 paper, one-sided or two. One sheet printed on both sides counts as two pages. Submittals shall not exceed 50 pages (cover page and appendices are excluded in the page count), and must include the following information divided by tabs:

A. Certification Page

Provide a cover page that includes: Company Name, Address, Point of Contact (Email Address and Phone Number); ***RFP012-20-21-SSL Preconstruction and CMAR Services Saluda River Force Main Extension SS7568***; 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 RFP, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the RFP and certify that I am authorized to submit this response. By submitting this response to the City of Columbia, I offer and agree that if the response is accepted, I will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency proffers final payment.

Authorized Signature (Print)

Authorized Signature w/ Title

E-mail Address

B. Cover letter and Company Overview

The cover letter must include the following:

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

- k. Name of primary contact, and their physical address, email address, telephone and fax number.
- l. Number of years that the company has provided the services required in the RFP.

C. Executive Summary

Provide an explanation as to why Offeror is best qualified to provide the services requested by the City of Columbia, and a summary of the company's qualifications referencing relevant experience and capabilities.

D. Experience, Qualifications and Technical Competence

The following documents must be submitted under this section:

1. General Qualifications and Capacity of Company/Firm.
2. Qualifications, licensing, certifications, and relevant experience of the key individuals and proposed subcontractors providing services. Demonstrate that the firm and its team members are licensed to provide construction and construction management services in the State of South Carolina.
3. Experience of the Project Manager delivering similar projects, managing similar project teams, and providing project deliverables for multiple project areas obtained within the last five (5) years.

E. Proposed Project Approach, Availability, and Schedule

Provide a detailed description of the proposed approach to the project toward meeting the Scope of Work. At a minimum, the proposed approach should address the services noted under Section IV. The proposed approach shall include but not be limited to the following:

- a. Description of approach, demonstrated understanding of the project and approach to scope of services.
- b. How the Offeror will meet the City's requirements.
- c. Ability of team to devote time and resources necessary to successfully complete the project in a timely manner.
- d. Accessibility of Project Manager and key personnel.
- e. Ability to meet accelerated timeline and budget restraint.
- f. Discuss the firm's approach to project control, including scope, schedule, budget and cost control, and construction quality control with examples of past success. Include examples of recently completed project budgets, and value engineering log.

- g. Describe the project procurement plan to secure completion of the project on a timely basis.
- h. The CMAR is encouraged to self-perform as much of the work as practical while also meeting the City's DBE participation goals. Provide a list and description of the elements the CMAR plans to self-perform, and provide a detailed narrative describing the advantages of CMAR self-performance to the City for each work package or element. The CMAR will be permitted to self-perform work only on a competitive basis as described in the Agreement.
- i. Describe the firm's approach to creating a competitive procurement environment for the benefit of the project.

The Offeror shall outline its current and projected workload over the next twelve (12) months and state its commitment to provide the requested services while minimizing the impact on City staff and meeting its needs in a comprehensive approach.

The Offeror shall also provide a schedule to begin this project. In addition, the full name and address of the Offeror and the branch office that will perform the services shall be described therein.

F. Past Performance of Similar Projects

The Offeror must provide an analysis of past projects of similar nature and complexity as listed in the scope of services within the past 5 years. Pertinent information (type of Agreement work, Agreement amount, and list of proposed team member which had key roles and what those roles were) shall be included. Within the analysis of each project, the Offeror shall include details of "lessons learned" within the project where challenges rose up and how they were overcome.

The Offeror 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 that 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 (company name, contact person's name and signature, address, direct phone number and e-mail address) for individuals with knowledge of the Offeror's completed work on projects that are substantially similar to the services outlined in this RFP. **The questionnaire must be completed and returned by the company (individual) providing the reference to the procurement lead by the date and time provided herein for submitting responses to this RFP.**

Reference Questionnaires must be emailed to: Shannon.lizewski@columbiasc.gov and Kenton.davis@columbiasc.gov by no later than April 15, 2021, at 5:00 p.m. (ET).

The Respondent must provide a work sample for similar work. These work samples should be for projects where references are provided. 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 this project is relevant to the City's project.

G. Cost Proposal

The Appendix - *Cost Proposal* form must be filled out and submitted in a separate sealed envelope. The envelope must have the Respondent's name, the project name and the RFP number prominently displayed, together with the words "COST PROPOSAL".

The Offeror shall determine the fee amounts/percentages necessary to accomplish all of the services requested throughout this RFP. Clarify services and associated fees as necessary to prevent scope disputes and unexpected fees during execution of the services and Work. The GMP will be negotiated at the 90% design stage as a part of the pre-construction services and is not considered during the CMAR award process.

Do not upload cost proposal documents to eBidcolumbiasc. Costs must be provided in a separate envelope with the unbound copy of the submission.

H. Financial Stability

All respondents must provide a Financial Statement of Responsibility. This should also include Balance Sheets and Statement of Net Income/Profit and Loss Statement for the last 3 financial audit periods in a separate sealed hand delivered/mailed envelope. **Do not upload financial statements to eBidcolumbiasc.** Financial statements must be provided in a separate envelope with the unbound copy of the submission.

I. Appendices

The following appendices must be submitted with your response:

Cost Proposal
Organizational Conflict of Interest Statement
Prime Business Information Statement
Qualification Statement – Local Business Enterprise
Business Information Record for Subconsultants/Subcontractors
Small, Minority, Women-Owned Business Objectives and Labor Surplus Utilization Plan
Non-Collusion Affidavit
Reference Questionnaire
Litigation/Claim History

K. DBE and Subcontractor Participation

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.

This goal extends to Offerors, Subcontractors, and suppliers on its procurement and contracting offerings.

While the required DBE participation for this project will be established in advance of the submission of a GMP for construction services, the City asks that the Offeror identify proposed subcontracting opportunities for this project at this time. Include information on the Offeror's approach to meet or exceed the requirements once established. Give examples of previous projects with similar DBE goals and the results of the firm's efforts.

VII. EVALUATION CRITERIA

The City of Columbia will conduct a formal selection process to determine the best offer that meets the City's needs and budget. A selection committee will review all of the proposals and will determine the successful Offeror based on a variety of criteria including, but not limited to, the expected deliverables as outlined in the solicitation; proposals submitted including recommendations, qualifications and experience of the Offeror; the cost to the City, and any proposed value added services.

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

The short listed Offerors may be contacted via telephone or e-mail to determine an interview date and time. Offerors should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend the interview may not be given a score which could jeopardize the Offeror's ranking.

Negotiations will be entered into with the highest ranked Offeror in an effort to agree on project approach, confirm pricing, and address any questions remaining after the selection process. If a successful contract cannot be negotiated with the highest ranked Offeror, negotiations will be undertaken with the next Offeror in order of ranked preference.

The City reserves the right to accept or reject proposals in part or in their entirety.

This RFP does not commit the City of Columbia to pay for direct or indirect costs incurred in the preparation or presentation of a response. All respondents will pay the direct or indirect costs incurred in preparing their proposals, making presentations, participating in interviews and for travel and accommodations.

The Evaluation Committee will review each proposal based upon the criteria listed below:

RFP Evaluation Criteria	Percentage (%)
<p>1. Proposed Project Approach, Availability, and Schedule</p> <ul style="list-style-type: none"> a. Review of Offeror’s description of approach, demonstrated understanding of the project and approach to scope of services. b. How the Offeror will meet the City’s requirements. c. Ability to manage the effort to minimize the impact on existing City staff. d. Ability of team to devote time and resources necessary to successfully complete the project in a timely manner. e. Accessibility of project manager and key personnel. f. Ability to meet accelerated timeline and budget restraint. 	30%
<p>2. Experience, Qualifications, and Technical Competence</p> <ul style="list-style-type: none"> a. Qualifications and relevant experience of the key individuals for areas providing services. b. Qualification and experience of company (to include resumes and experience with different design projects). c. Previous project experience that is related to the services in this RFP obtained within the last five (5) years. Pertinent information (type of Agreement work, Agreement amount, and list of proposed team members that had key roles and what those roles were) included. d. Project teams’ experience working together on past projects obtained within the last five (5) years. e. Experience of the Project Manager delivering similar projects, managing similar project teams, and providing project deliverables for multiple project areas obtained within the last five (5) years. 	25%
<p>3. Past Performance and References</p> <ul style="list-style-type: none"> a. Review of past performance on projects of similar nature and complexity as the proposed project; b. Review of References questionnaires c. Review of Work Sample. d. Litigation history 	25%
<p>4. Cost Proposal This will be evaluated by the Department of Procurement and Contracts.</p>	15%
<p>5. Financial Stability This will be evaluated by the Finance Department.</p>	5%

VIII. AWARD CRITERIA

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

Submittals will be evaluated per criteria listed in Section VII. 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 CMAR. The rating committee reserves the right to ask for clarification on any question or response to a question. Each CMAR must be interviewed separately. Firms will be scored in two areas, their overall presentation and their responses to the specific interview questions. Each CMAR 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)

Sample Interview Score Rating:

Category	Rating	Score
Presentation	25 13 1	
Interview Responses	25 13 1	
	Total	

Negotiations:

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

1. Negotiate with the highest ranked Offeror on price, matters affecting the scope of the contract, so long as the changes are within the general scope of the Request for Proposal. If a satisfactory Agreement cannot be negotiated with the highest ranked Offeror, negotiations may be conducted, in the sole discretion of the procurement officer, with the

second, then the third, and so on, ranked Offerors 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 Offerors with whom they previously negotiated; or
3. The procurement officer may make changes within the general scope of the Request for Proposal and may provide all responsive Offerors an opportunity to submit their best and final offers.

IX. TENTATIVE SCHEDULE OF EVENTS

Task	Date	Time (if applicable)
RFP Issuance Date	March 12, 2021	
Non-Mandatory Pre-Proposal Meeting	March 23, 2021	10:00 A.M.
Last Day to Submit Questions	March 26, 2021	12:00 P.M.
Submittal Deadline	April 15, 2021	12:00 P.M.
CMAR Project Start Date	June 6, 2021 (estimated)	

Instructions for the Virtual Non-Mandatory Pre-Proposal Meeting are as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/85958591643?pwd=Q0xmMDZCZXExd3BlcVdLdUhpYmF6QT09>

Meeting ID: 859 5859 1643

Passcode: 659949

One tap mobile

+13017158592,,85958591643#,,,,*659949# US (Washington DC)

+13126266799,,85958591643#,,,,*659949# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 859 5859 1643

Passcode: 659949

Find your local number: <https://us02web.zoom.us/j/85958591643?pwd=Q0xmMDZCZXExd3BlcVdLdUhpYmF6QT09>

X. GENERAL INFORMATION AND INSTRUCTIONS

A. Procurement Process

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

B. Questions

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

Using eBidcolumbiasc, the user must be logged in, and under the Bid tab, click “Bid Questions and Answers.” The deadline for additional information and questions is March 26, 2021 by 12:00 P.M. (EST). The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Columbia.

No questions may be directed to or contacts made with the Mayor, other members of City Council, the City Manager, and other City Staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration.

C. Confidentiality

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

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

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

E. Time for Receiving Proposals

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

proposals there-after will be considered.

F. Submittal of Proposals

All responses to this RFP must be clearly marked **RFP012-20-21-SSL**. A minimum of one (1) original **UNBOUND** copy and five (5) digital copies containing the data requested shall be submitted. All proposal documents shall be submitted using <https://columbiasc.ionwave.net/> no later than April 15, 2021 at 12:00 P.M. and the CDs/flash drive and hard copies shall be submitted to City of Columbia Procurement and Contracts Department, 1800 Main Street, 2nd Floor, Columbia, SC 29201. **All late proposals will be rejected.** The City is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery. Proposals will be publicly opened at the date and time listed in above at 1800 Main Street, 2nd Floor, Columbia, SC in the 2nd floor conference room.

G. Acceptance and Rejection

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

H. Acceptance Period

Any submittal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the submittal may be withdrawn at the written request of the respondent if no award has been made. If the RFP is not withdrawn at that time, the submittal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Proposals

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

J. Offerors Present

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

K. Alternate Proposals

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

L. Ambiguous Proposals

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

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

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

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

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

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

N. Protest Procedures

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

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

Upon submission of a bid or quote to the City, the Department of Procurement and Contracts will compute 8% sales tax when applicable (service or labor excluded) and include in the PO total, as applicable. The tax rate applied is in accordance to the SC 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 Offerors 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. This goal extends to Offerors, Subcontractors and suppliers on its procurement and contracting offerings.

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

City of Columbia Office of Business Opportunities
1401 Main Street, 4th Floor
Columbia, SC 29201
(803) 545-3950
www.columbiasc.gov/OBO

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

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

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

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

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

W. Non-Discrimination in Contracting Policy

In carrying out the service, the Offeror 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 Offeror 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 Offeror's operations, including, but not limited to the Offeror'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 Offeror 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 Offeror shall incorporate the provisions of this Non-Discrimination in Contracting Policy in all subcontracts for service work.

XI. APPENDICES

Cost Proposal

Organizational Conflict of Interest Statement

Prime Business Information Statement

Qualifications Statement – Local Business Enterprise (LBE)

Business Information Record for Subconsultants/Subcontractors

Small, Minority, Women-Owned Business Objectives and Labor Surplus Utilization Plan

Non-Collusion Affidavit

Reference Questionnaire

Litigation and Claims History

XII. EXHIBITS

Site Location Map

Project Schedule

Draft Contract

City of Columbia Holiday Schedule

Invoicing Procedures

Prompt Payment Affidavit

Local Business Preference Policy

APPENDIX – COST PROPOSAL (MANDATORY)

PRECONSTRUCTION AND CMAR SERVICES FOR SALUDA FORCE MAIN EXTENSION SS7568

Note 1: OFFEROR must submit pricing on this price sheet which includes both pre-construction and construction services.

Note 2: Scope-of-Work includes tasks shown both in the RFP and in the attached Contract Agreement.*

Note 3: For Item Numbers B.1 and B.2, please provide Pricing percentages assuming the construction cost is between \$4 million and \$8 million

Item No.	Description	Pricing
A.	Pre-construction services (lump sum)	\$ _____
	(written dollar amount) \$ _____	
B.	Construction Services (see below)	
B.1	Construction services fee (percentage of construction cost)	
B.1.a.1	Markup on self-performed work	% _____
B.1.a.2	Estimated percentage of work to be self-performed	% _____
B.1.b	Markup on subcontracted work	% _____
B.2	General conditions cost (percentage of construction cost)	% _____

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.

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.**

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: _____

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



City of Columbia Qualification Statement - Local Business Enterprise (LBE)

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications *will* be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Please note that franchises do not qualify for LBE Preference, if the corporate office is not located within the Columbia-Orangeburg-Newberry CSA. ***Items below with an asterisk require additional documentation that needs to be submitted along with the qualification statement.**

Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Orangeburg-Newberry CSA. Company owner must provide document verification of local residency). ***Please provide a copy of the owner's driver's license.**

Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses). ***If not registered with the Secretary of State please provide a copy of your Schedule C (Form 1040) to show sole proprietorship.**

Has a business license in one of the 8 counties making up the CSA jurisdiction. ***Please provide a copy of your business license.**

Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 8 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).
8 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland and Saluda.

Has at least 50% of employees residing within any of the 8 CSA jurisdictions. ***Please provide a list of all owner/employee addresses - Names are optional, give street address, city, state & zip. Please include full-time, part-time, and contract employees.**

***Please provide a copy of your company's W-9.**

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: _____

Address: _____ **Type of Products or Services:** _____

Please self-identify ownership as one: Minority__ Women-owned__ Other__ (tracking purposes only)

Current Business License Number: _____ **County?** _____

Phone Number: _____ **Email:** _____ **COC Vendor #** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: _____ (Print) _____ (Signature)

NOTARY - Sworn to before me this _____ **day of** _____ **20** _____

Notary Public for the State of _____ **My Commission Expires:** _____

Notary Name: _____ (Print) _____ (Signature)

Please submit this **ORIGINAL** document to: Office of Business Opportunities
Office of Business Opportunities Attn: Latonya Germany – Compliance Office
Attn: Juliet Nelly – Compliance Office 1401 Main Street, 4th Floor
1401 Main Street, 4th Floor Columbia, SC 29201
Columbia, SC 29201 **Contact:** (803) 545-3950 **Email:** OBOCcompliance@columbiasc.gov

APPENDIX - BUSINESS INFORMATION RECORD FOR SUBCONSULTANTS/SUBCONTRACTORS

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

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

Business Name (as shown on W9 or SAM.gov) / DUNS # (Required) & 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

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

COMBINED TOTAL SUB AMOUNT \$ _____
TOTAL CONTRACT AMOUNT: \$ _____

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

Business Name: _ - _____

Representative Name/Title: _____

Date: _____

Business Information for Subconsultants/Subcontractors- Continued

List information for each Subcontractor or Subconsultant below.

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(_____) _____
Phone number

(_____) _____
Fax number

Primary Contact Name

Secondary Contact Name

Primary Contact Email Address

Secondary Contact Email Address

Federal ID #

Vendor #

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

Company Name

Physical Address

Mailing Address

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, MINORITY, WOMEN-OWNED BUSINESS 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, as the Prime Offeror/Contractor/Consultant, are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check any of the following boxes which apply:

SBE MBE WBE Other _____

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

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

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

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor Surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/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 Form, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Signature

Date

(Print Name)

Business Name

APPENDIX - NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He is _____ of _____, the Respondent that has submitted the attached Proposal:
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:
- (3) Such Proposal is genuine and is not a collusive or sham Proposal:
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, employees, representatives or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham in connection with the Contract for which the attached Proposal has been submitted or to retain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, 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 Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent 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

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 Shannon S. Lizewski Shannon.lizewski@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 consultants and their key personnel. The information will be used to assist the City in the selection of consultants 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 Description: _____

NO	CRITERIA	UNIT	RATING
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:

APPENDIX – LITIGATION 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.

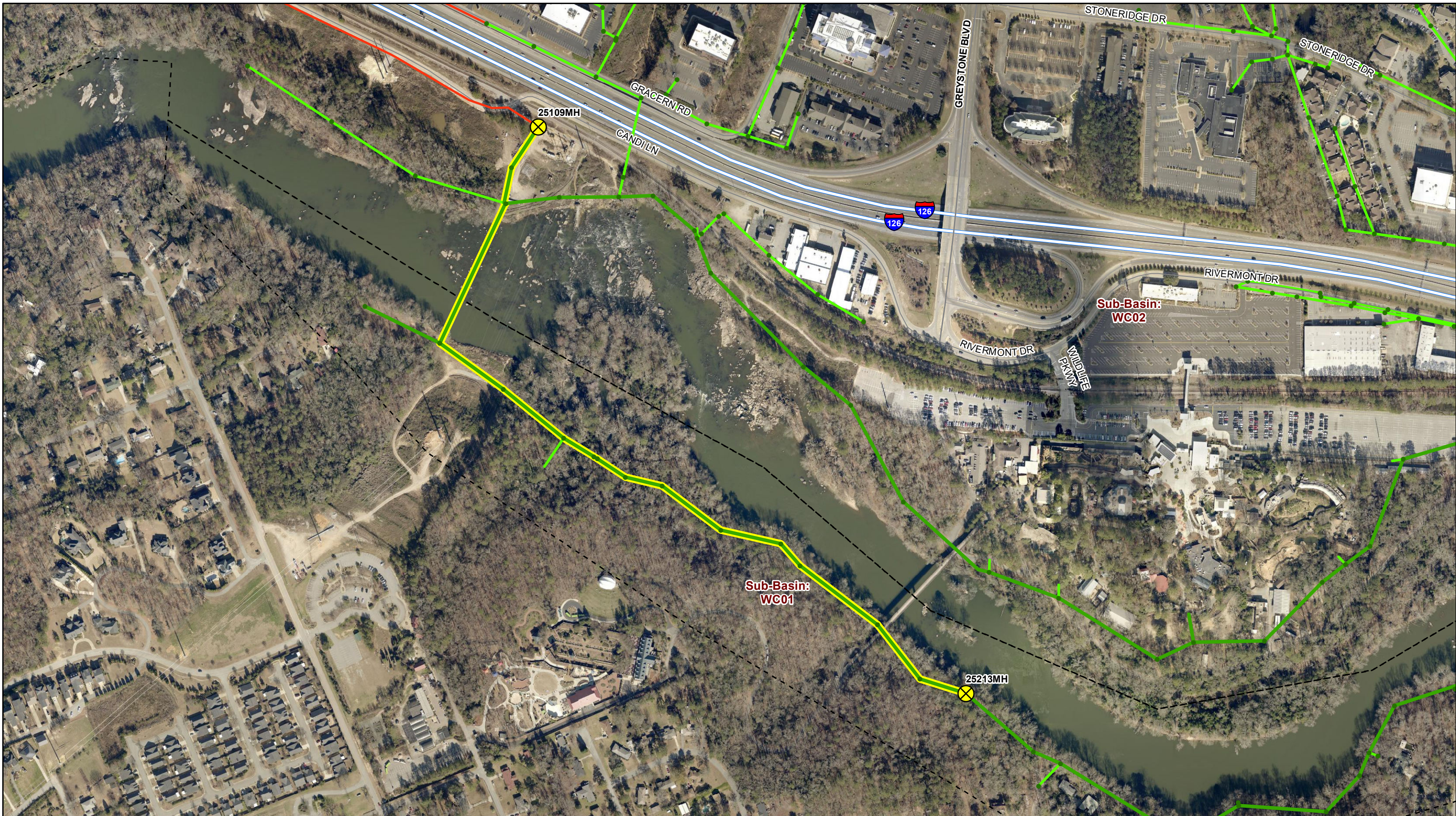
Have you ever paid liquidated damages on any project? Yes No If yes, state the project name(s), year(s), and reason why.

Has your company filed any claims on any previous services within the last five years?

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

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:

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



Clean Water 2020
 Columbia's Clear Vision For Clean Water

We Are Columbia

EDITOR INITIALS: DATE
 CW2020\LOCATION\LOCATION

Saluda River Force Main Outfall	Sewer Manholes	Basin Boundary
Sewer Gravity Mains ($\geq 15"$)	Sewer Gravity Main	

N

1 inch = 350 feet

0 75 150 300 450 Feet

Exhibit
SS7568 Saluda River Force
Main Extension
Site Location

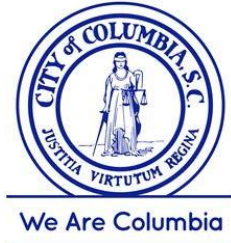
**EXHIBIT - PRECONSTRUCTION AND CMAR SERVICES FOR
SALUDA RIVER FORCE MAIN EXTENSION SS7568
CMAR PROJECT SCHEDULE**

<u>Milestone</u>	<u>Estimated Date(s)</u>
RFP Response Deadline	April 2021
Council Approval of CMAR Contract	May 2021
Issue NTP to CMAR Firm	June 2021
CMAR Pre-Construction Services	June 2021 - December 2021
GMP Development & Negotiations	December 2021 - February 2022
Council Approval of GMP	April 2022
Construction NTP (Dependent on easement acquisition)	June 2022
Final Completion of Construction	June 2023

EXHIBIT – DRAFT CONTRACT TERMS AND CONDITIONS

Forthcoming. This information will be provided via Addendum.

EXHIBIT - CITY OF COLUMBIA HOLIDAY SCHEDULE



The following is the Holiday schedule for calendar year 2021

Holiday – 2021	*Official & Designated Day – Date - 2021
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

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, 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



We Are Columbia

Together we will build a world-class city

City of Columbia, SC:

Local Business Enterprise Preference Policy

1.13 (c) Local Business Enterprise Preferences

(1) Scope and Exclusions: This Local Business Enterprise (“LBE”) Preference Program shall apply to any procurement valued at \$5,000 not to exceed \$25,000 (Informal Procurements) **and/or** any City contract procured through a competitively sealed bid process, also known as Invitation for Bids (IFB’s), Request for Proposal (RFP) or certain Request of Qualifications (RFQs) wherein the contract value is estimated by the City to be in excess of \$25,000 (Formal Procurements) and is not procured pursuant to State or Federal guidelines that prohibit or restrict local preferences of this kind.

The LBE Preference Program shall not apply to the following:

- Cooperative Purchases
- Reverse Auctions
- State Contract Purchases
- Pre-qualification process on all RFQs

(2) Definitions: The following definitions shall apply to the terms of this Local Business Enterprise Preference Policy:

a. Columbia-Orangeburg-Newberry Combined Statistical Area (“CSA”) – The Columbia-Newberry Combined Statistical Area (“CSA”) is presently defined as eight (8) counties in central South Carolina including Richland County, Lexington County, Kershaw County, Fairfield County, Saluda County, Calhoun County, Orangeburg County, and Newberry County. A CSA is a designation that the U.S. government uses to refer to a region that, broadly speaking, consists of a city and its suburbs, plus any surrounding communities that are closely linked to the city because of social and/or economic factors. The CSA represents multiple metropolitan or micropolitan statistical areas that have a moderate degree of employment interchange. Definition of the CSA is the responsibility of the Office of Management and Budget (OMB), and as such, this definition may be modified from time to time. (OMB Directive 09-01; Executive Order No. 10253 (June 11, 1951)).

b. Control - The authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business, and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

c. Independently Owned and Operated – Ownership of an LBE firm must be direct, independent, and by individuals and/or other businesses, provided the ownership interests that control the LBE firm can satisfy the LBE eligibility requirements for ownership and control as specified herein in Sections (c) (2) b and c. The LBE firm must satisfy the eligibility requirements for LBE Certification.

d. Local Business Enterprise (“LBE”) – A Local Business Enterprise is a business firm that is in good standing with the State of South Carolina, City of Columbia regarding its payment of taxes and required business licenses, is independently owned and operated within the Columbia - Orangeburg - Newberry Combined Statistical Area (“CSA”) and has maintained a Significant Business Presence within the CSA for at least one (1) year prior to being certified by the LBE Compliance Staff. The LBE Compliance Staff shall establish documentation requirements and certification eligibility standards for LBE firms that are consistent with the terms of this policy. The LBE Compliance Staff shall also review the status of certified LBE firms for purposes of certification renewal, at least once every four (4) years.

e. Significant Business Presence – To qualify for this Local Business Enterprise, an LBE must be operated out of a physical office located in the CSA, and have a significant business presence for at least one (1) year within the CSA, defined as: an established place of business in one or more of the eight (8) counties that make up the Columbia-Orangeburg -Newberry Combined Statistical Area (CSA), from which no less than 50% of its full-time, part-time and contract employees are regularly domiciled, and from which a substantial role in the performance of the City contract is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

(3) Price Preference (Informal Procurements): For the purpose of determining the lowest responsible and responsive bidder on any informal procurement valued between \$5,000 and not to exceed \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid up to 5% of the actual bid amount. If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, the LBE bidder shall be offered the opportunity to accept the award at the same dollar amount bid by the lowest non-LBE bidder.

(4) Price Preference (Formal Procurement): For the purpose of determining the lowest responsible and responsive bidder on any qualifying contract valued above \$25,000, the City shall evaluate any bid submitted by an LBE by discounting its bid by up to 5% of its actual bid amount (up to a maximum dollar value not to exceed \$500,000). If the aforementioned calculation results in the LBE bidder being ranked as the lowest responsible and responsive bidder, then the LBE bidder shall be offered the opportunity to accept the contract award at the same dollar amount bid by the lowest non-LBE bidder.

(5) Evaluation Preference for Professional Services (excluding Architectural & Engineering Services): For the purpose of ranking proposals submitted in competition for a qualifying contract valued above \$25,000 under a best value method of contracting wherein factors other than price are taken into consideration, the City shall evaluate any proposal submitted by an LBE by increasing its cost/price evaluation factor by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned Evaluation Preference results in the LBE offeror’s proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror provided that interviews and/or demonstrations are not required.

(6) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFQ: For the purpose of ranking certain RFQs for A&E Services in which solicitations contain a proposal component wherein factors other than price are also taken into consideration, the City shall evaluate any A&E proposal received by an LBE during the RFQ/proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(7) Evaluation Preference for Architectural and Engineering Professional Services (A&E) RFP: For the purpose of ranking RFPs for A&E Services, the City shall evaluate any A&E proposal received by an LBE during the RFP proposal process by increasing its score by five (5) percentage points of the total number of points allocated for the proposal evaluation process. If the aforementioned evaluation preference results in the LBE offeror's proposal being ranked as the highest scoring proposal among all proposals submitted, then the contract shall be awarded to the LBE offeror, provided that interviews and/or demonstrations are not required and contract negotiations are successful.

(8) Program Administration: Each City contracting department shall be responsible for the application of this Local Business Enterprise Preference Policy to appropriate contracts, for including appropriate language regarding application of the LBE Preference in bid solicitations and Requests for Proposals, and for awarding contracts in a manner that is consistent with this policy. The LBE Compliance Staff shall be responsible for establishing certification applications, procedures, and standards for the certification of LBE firms. The LBE Compliance Staff shall also be responsible for reviewing all documentation submitted by applicants for LBE certification and re-certification and also making determinations regarding de-certification of firms as Local Business Enterprises. The LBE Compliance Staff shall maintain an accurate and up-to-date directory of certified LBE firms and share it with the City contracting departments, and indicate such status in a firm's registration within the City's centralized bidder registration system. Only firms that have been certified as LBE's prior to the time of bid or proposal opening shall be eligible for local preference consideration.