



We Are Columbia

COLUMBIA, SOUTH CAROLINA

**Request for Proposals**

**RFP No. 00011-13-14**

**City Of Columbia Homeless Services**

**Non- Mandatory Pre-Proposal Meeting**

**Date: Thursday, January 9, 2014**

**Time: 10:00 AM (EST)**

1136 Washington Street, 4th Floor

Purchasing Conference Room

Columbia, SC 29201

**Deadline for all submittals: Monday, February 3, 2014 at 10:00 AM**

Submit eight (8) original copies of your proposal (including, if applicable, cuts, sketches, and descriptive literature for equipment, software, service, locations, warranties, etc.) and

One (1) CD to:

City of Columbia/Purchasing Division/Avril L. McQuilla

Attn: RFP No. 00011-13-14

City Of Columbia Homeless Services

1136 Washington Street – 4th Floor

Columbia, S.C. 29201

Requests for additional information and questions must be submitted to:

<https://bidonline.columbia.sc.gov/ifas7/bidonline/>

Using Bid Online, user must be logged in and under the Bid tab,

click “Bid Questions and Answers”

**Deadline for requesting additional information and submitting questions:**

**Wednesday, January 15, 2014, 3:00 PM**

*Avril L. McQuilla*

Avril L. McQuilla

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

Authorized Signature (Print)

Authorized Signature w/ Title

E-mail Address

## **I. INTRODUCTION**

The City of Columbia will receive sealed proposals to address the ongoing challenges of reducing homelessness. The goal is to find solutions to the diverse problems associated with homelessness and plan a path forward for those individuals that are homeless, close to becoming homeless, as well as the business, corporation, non-profit, faith based health, education and neighborhood entities affected by homelessness.

The award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the city. The contract shall be in effect for a three (3) years period, beginning April 1, 2014 and ending March 31, 2017. The City of Columbia reserves the option to renew the period of this contract, or any portion thereof for two (2) additional one year periods for the same price. There will be no automatic renewal by contractor.

## **II. SCOPE OF SERVICES**

The scope of work with homelessness includes, but is not limited to:

- Housing
- Feeding
- Case Management
- Employment
- Transportation

The City of Columbia City Council has adopted six primary Homeless Response Goals. These goals should be incorporated into all aspects of submitted proposals. The Goals are:

- Coordinate the response to poverty with other agencies
- Bring humanity to the response to poverty
- Leverage the power of the community in responding to poverty
- Institutionalize accountability for providers
- Meet the unique needs of the individual in need
- Address downtown impacts

Proposals must to be proactive in their approach and include plans for men, women, families and women with children. Due to the scope of work required and the short timetable for implementation of the Homeless Services Program, **The City of Columbia STRONGLY suggests that entities partner together and submit a response using a strong lead entity and partners with experience in the areas of expertise that will lead to a strong comprehensive homeless services program. The City will look most favorably on responses that involve multiple strong partners in multiple areas of greatest need.**

Proposals need to be collaborative, showing inclusion of both public and private partnerships such as businesses, corporations, non-profit organizations, faith based groups, health and educational institutions and neighborhoods organizations. Proposals need to include organization's qualifications to provide services to homeless populations. Proposals need to include contact person's name with collaborating organizations and identify leadership of the collaboration.

Proposals need to identify potential sources of funding for programs and development. Public and private funding should be utilized. All letters of support, Memorandums of Understanding (MOU) and Memorandums of Agreement (MOA) should be included.

**Housing component** needs to include plans for emergency shelters, apartments, long term and permanent housing. Plans need to include goals and outcomes for all residents. Plans need to show a reduction in number of emergency shelter beds over a predetermined time period.

**Feeding component** needs to address meal locations, scheduling, logistics such as trash removal and adherence to City of Columbia ordinances. The coordination of servings and organizations currently serving meals should be addressed through a "Meal Services Summit" of groups providing meals for the homeless.

**Case Management component** needs to show the inclusion of multiple service providers addressing needs of the homeless through one coordinated system. Plans need to show accountability and outcomes for all providers. Every effort should be made to be proactive and come up with homeless prevention strategies. Providers and case management must utilize the Homeless Management Information System (HMIS) of the local Continuum of Care SC-502 (Midlands Area Consortium for the Homeless).

**Employment component** needs to show the involvement and commitment of businesses, corporations, institutions of higher learning, government as well as community-based organizations to provide job training and employment opportunities for the homeless. The coordination of these organizations should be addressed through an “Employer Taskforce” in the first half of 2014.

**Transportation component** of clients’ needs to be addressed in your proposal. Each component is impacted by the timing, type, cost and location of transportation. Your proposal needs to relate plans as to how services will be provided; costs must be addressed in each component section of your proposal.

### **III. RESPONSE REQUIREMENTS**

All proposals must be received **NO LATER THAN February 3, 2014 by 10:00 AM** Eastern Standard Time. The proposals must be submitted to Bid Online and hard copies and CD may be delivered or mailed to City of Columbia/Purchasing Division/Avril L. McQuilla, Attn.: RFP No. 00011-13-14 City Of Columbia Homeless Services, 1136 Washington Street – 4th Floor, Columbia, S.C. 29201

All submittals must be delivered in a sealed envelope clearly labeled “RFP No. 00011-13-14 City Of Columbia Homeless Services” on the outside of the packet.

The information requested shall be bound in a single document with a front and back cover. Submittals shall be limited to a minimum of 25 pages and maximum of 50 pages front and back, excluding covers. These sheets do not include cut sheets/spec sheets. Each page shall be typed in Calibri or Times New Roman in a font size no less than 12pt on standard 8 ½ x 11 paper. Each section shall be identified separately and in the order shown as listed below. Submitting Contractors should provide eight (8) individually bound originals and one (1) digital copy on a CD in PDF format consisting of the following information:

#### **A. Respondent’s Profile, Relevant Experience and Qualifications**

1. Organization overview
2. Address of the primary office
3. List of all offices and their addresses
4. Website address
5. Number of employees
6. Name of primary contact
  - a. Address
  - b. Telephone number
  - c. Email address

7. Qualifications/experience of the primary contact and other pertinent personnel who would be assigned to this program
8. Primary services of assigned personnel
9. Number of years the organization has provided this service

**B. Client References**

Include three references. All of the references must have used your company for services similar to those outlined in the Scope and Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients. If providing these references is a violation of confidentiality for your company, please submit a statement with such reasons. Include the following information for each client.

1. Name of client
2. Name of primary contact
  - a. Address
  - b. Telephone number
  - c. Email address
3. Services provided

**C. Scope / Statement of Work**

Respondents shall submit a description of how the services outlined in the scope of work will be provided

**D. Proposed Costs**

All bidders must provide a complete and detailed list of proposed costs to the City of Columbia. Costs must include a budget for services as well as identify other funding sources.

Appendix I- Proposed Cost

A complete and detailed list of proposed costs to the City per specifications.

**IV. SUBMITTAL FORMAT**

- A. Cover Letter:** (1 Page only) The response should contain a cover letter signed by a person who is authorized to commit the respondent to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

- B. Executive Summary:** (3 Pages front/back) The Executive Summary of the proposal shall be limited to three single-spaced pages. The purpose is to provide a high-level description of the respondent's ability to meet the requirements of the RFP. Please use pertinent details and avoid "marketing" information.
- C. Respondent's Profile, Relevant Experience and Qualifications:** See Section III. A.
- D. Client References:** (1 Page) See Section III. B.
- E. Vendor's proposal in response to the Scope of Work:** (3 Pages front/back) See Section III. C.
- F. Letters of Support:** Memorandums of Understanding (MOU) and Memorandums of Agreement (MOA)
- G. Appendix I:** Proposed Costs
- H. Appendix II:** Non- Collusion Affidavit
- I. Appendix III:** Local Business Preference
- J. Appendix IV:** Sub Contractors/ Business Information Record

**V. ORAL AND WRITTEN QUALIFICATIONS**

Respondents may be required to make oral presentations or written clarifications of their proposals to ensure a thorough mutual understanding of the proposed work. The City will initiate any requests for clarification.

**VI. PROPOSED SCHEDULED**

December 27, 2013	Release date for RFP
January 9, 2014	Non- Mandatory Pre-Proposal Meeting 10:00 a.m.
January 15, 2014	Final date to receive written questions/ exceptions due by 3:00 p.m.
February 3, 2014	RFP opening date at 10:00 a.m.
February 4, 2014	Evaluation Committee meeting
February 7, 2014	Evaluation Committee recommendation
February 7, 2014	Tentative date for submission to City Council

**VII. SELECTION PROCESS**

The City of Columbia will conduct a formal selection process to determine the best qualified respondent that meets the City's needs and budget. A selection committee will review all of the proposals and will jointly determine the successful respondent 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 respondent, the cost to the City and any proposed value added services. The table in Section VIII, Award Criteria, outlines criteria that will be considered in selecting a successful respondent.

The City may shortlist firms based on the criteria in this section, if necessary, or may include all respondents in the next phase of the process. Interview information will be sent to the firms identified by the selection committee to be interviewed. The City may interview all of the critical individuals of these firms.

The highest rated respondent may be invited to enter into contract negotiations with the City.

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.

**VIII. AWARD CRITERIA**

RFP Evaluation Criteria	Rating Percentage
<p><b>1. Ability to perform Requested Services</b></p> <ul style="list-style-type: none"> <li>a. Respondent's qualifications to perform the job</li> <li>b. Respondent's experience on Similar Jobs.</li> <li>c. Qualifications of individuals who will perform the primary tasks</li> <li>d. Experience of individuals who will perform the primary tasks</li> <li>e. Demonstrated understanding of the job and its goals</li> <li>f. Proposed methodology for performing the job as described in Section II-Scope/Statement of Work</li> <li>g. Completeness of information for this section</li> </ul>	Max. 25%
<p><b>2. Vendor's Recommendations</b></p> <ul style="list-style-type: none"> <li>a. Techniques the vendor would put in place to service this contract</li> <li>b. Recommendations of anything the City may be leaving out of this contract that may help the City's needs</li> <li>c. Proposed methodology for performing the job as described in Section II-Scope/Statement of Work</li> <li>d. Completeness of information for this section</li> </ul>	Max. 15%
<p><b>3. Past Performance</b></p> <ul style="list-style-type: none"> <li>a. Three client references (the clients have to have received similar services to those specified in this RFP)</li> <li>b. Clients' level of satisfaction with the performance of the respondent</li> <li>c. Completeness of information for this section</li> </ul>	Max. 15%
<p><b>4. Partnerships</b></p> <ul style="list-style-type: none"> <li>a. Letters of support from MOU / MOA's.</li> </ul>	Max. 20%
<p><b>5. Cost</b></p> <ul style="list-style-type: none"> <li>a. Proposed cost to manage existing services</li> <li>b. Proposed cost to manage each additional service</li> </ul>	Max. 25 %
<p><i>Note: If interviews are required, they will be scored separately. Top respondents will be short-listed and may be given the opportunity for an interview.</i></p>	

#### **IV. GENERAL INFORMATION INSTRUCTIONS**

##### **A. Request for Proposal Process**

The RFP is not a bid. In the event that the City elects to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. 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**

Requests for additional information and questions must be submitted to:  
<https://bidonline.columbiasc.gov/ifas7/bidonline/>

Using Bid Online, the user must be logged in, and under the Bid tab, click “Bid Questions and Answers.” The deadline for additional information and questions is January 15, 2014 by 3:00 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.

##### **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 change order 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 bid there-after will be considered.

### **F. Submittal of Proposals**

All responses to this RFP must be clearly marked RFP#00011-13-14 Homeless Services. Eight (8) hard copies and one (1) digital copy containing the proposal shall be submitted. All RFP's shall be submitted using Bid Online no later than February 3, 2014 at 10:00 A.M. and the CD and hard copies shall be submitted to City of Columbia Purchasing Division, 1136 Washington Street, 4<sup>th</sup> 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.

### **G. Acceptance and Rejection**

Any proposals 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 proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal 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 proposal in its entirety, including the price structure, shall remain in effect.

### **I. Cancellation of Proposals**

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

## **J. Bidders Present**

At the time fixed for the opening of proposals, their contents will be made public for the information of bidders 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 invitation for Bids 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**

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

## **M. Conflict of Interest**

Respondents shall promptly notify the Contracts Administrator, 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.

## **N. Collusion**

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

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

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

#### **O. Force Majeure**

Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

#### **P. Sales Tax and/or Use Tax**

Bidders shall include in amounts bid payment of state sales tax and/or tax on all taxable materials to be furnished. Tax shall be shown as a separate figure.

#### **Q. Assignments**

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

#### **R. Manufacturers Brochures and Specifications Data**

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

#### **S. Default**

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

In the event any of the requirements, covenants, or agreements of the selected Contractor as provided herein are not fully performed or satisfied, or in the event any material warranties and representations of the selected Contractor are inaccurate or untrue, then the City, at its option and in addition to any other remedies available at law or in equity, may enforce specific performance of this Agreement, or terminate this Agreement, and in the latter event, all related materials used as part of the services provided pursuant to this Agreement, shall become the property of the

City, and the Contractor agrees to and shall provide any documents or instruments necessary to convey any property interests to the City.

#### **T. Non-Appropriations**

Any contract entered into by the purchaser resulting from this bid invitation 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.

#### **V. TERMS AND CONDITIONS**

##### **A. Commencement of Services**

The successful respondent shall commence the project and prepare the recommendations as soon as practical after the award of the contract.

The RFP is not a bid. In the event the City elects to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The release of this solicitation is no guarantee of an award of a contract.

##### **B. Non-Discrimination**

The successful respondent will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

##### **C. Indemnification**

The respondent will agree to indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal.

The respondent will also agree to promptly notify the City of any civil or criminal actions filed against the respondent or of any notice of violation from any federal or state agency, or of any

claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

#### **D. Bonding, Licenses, Permits and Taxes**

All costs for required bonding, permits, licenses and taxes shall be borne by respondent prior to executing a contract with the City.

Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

#### **E. Ownership of Data**

All data and other information generated by or used by the respondent in any form whatsoever, is the property of the City and shall not be used by the respondent for any purpose whatsoever except to perform the requested service.

#### **F. Termination**

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City.

In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

### **G. Whole Agreement**

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

### **H. State Law Applicable**

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland Country, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by nor will be paid to the respondent.

### **I. Breach/Waiver**

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

### **J. Severability**

In the event that any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

### **K. Successorship**

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

### **L. 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.

#### **M. Insurance**

The contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.

Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation

Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker Compensation Insurance. The

contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors. The City of Columbia shall be named as additional insured on all liability insurance policies carried by the Contractor.

- a.) Commercial General Liability Insurance: Coverage in an amount not less than 1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
- b.) Automobile Liability Insurance- \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- c.) Abuse and Molestation Insurance – Coverage either through a separate policy or included with the CGI policy, in an amount of coverage not less than \$1,000,000.00.
- d.) Professional Liability Insurance – If contractor will be providing case management and/or counseling services, coverage in an amount not less than \$1,000,000.00.

#### **N. Delays**

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Purchasing Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons) or failure to meet specifications, authorizes the Director of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting contractor.

#### **O. Subcontractors**

The use of subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

**P. Ethics**

Vendor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

**Q. Crime Bond**

Simultaneously with the delivery of the executed contract, the contractor shall furnish evidence that it is covered by a crime bond or bonds in an amount of at least \$10,000. The surety bond or bonds shall be executed by a company duly authorized to do business in the State of South Carolina. Said surety shall be subject to approval by the Owner's attorney.

**R. Force Majeure**

Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

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**Appendix I- Proposed Cost**

**THIS IS THE PRICING YOU WILL ENTER ON BID ONLINE**

Homeless Services – Financial Proposal –		
	<u>Daily Cost</u>	<u>Monthly Cost</u>
Housing	_____	_____
Feeding	_____	_____
Case Management	_____	_____
Employment	_____	_____
Transportation	_____	_____
Total Cost*	_____	

**\*This is the price that needs to be entered into Bid Online. Offerors shall not include in proposal amounts state sales tax and/or tax on any taxable materials to be furnished. Tax shall be shown as a separate figure.**

***Appendix II: Non-collusion Affidavit***

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

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C. or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

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

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

**Subscribed and sworn to before me**

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

**(Notary Public) My commission expires \_\_\_\_\_**



**Appendix III**  
**City of Columbia**  
**Qualification Statement**  
**Local Business Enterprise (LBE)**  
**(DEPARTMENT OF UTILITIES & ENGINEERING)**

Revised 9/4/12

By checking all boxes below, I certify that My Company meets all of the following qualifications below 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 to be eligible for the local vendor preference as the City deems necessary in the best interests of the City and at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company may be asked to provide additional documented verification including most current individual or corporate state and/or federal tax return, etc.).

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).

Has a business license in one of the 7 counties making up the CSA jurisdiction.

Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).

*7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.*

Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - *Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)*

**Note: Term of certification:** Certification is valid for a period of 4 years from issue date. 30 days prior to expiration LBE may submit documentation to re-qualify. The City reserves the right to audit and recertify once every four years.

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Type of Products or Services:** \_\_\_\_\_

**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 by any of the 7 CSA jurisdictions.

**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)

**Qualified /** \_\_\_\_\_

**Not Qualified:** \_\_\_\_\_

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

\_\_\_\_\_  
(Compliance Authorized Signature)

Attn: LBE Administrator / Team  
1136 Washington Street, 5<sup>th</sup> Floor  
Columbia, SC 29201

Fax: (803) 545-4130  
Email: [evcassell@columbiasc.net](mailto:evcassell@columbiasc.net)

\*\*\*For the complete details regarding the City of Columbia's LBE policy, please visit our website at: <http://www.columbiasc.net/purchasing/local-business-enterprise>

***Appendix IV: Subcontractors/Business Information Record***

**Project: Homeless Services for the City of Columbia**

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 the proposed changes.

<b>Business Name/ Address</b>	<b>Contact Name Telephone</b>	<b>Services/Materials to be Provided</b>	<b>Cost of Service/Mat (\$ Value)</b>

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**TOTAL: \$** \_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

I certify this information is true and correct.

\_\_\_\_\_  
Date  
Rev Purchasing Div\_08 08 13