

ENGRFP0017-14-15
Rocky Branch Watershed
City of Columbia



CITY OF COLUMBIA, SOUTH CAROLINA

Request for Proposals
ENGRFP0017-14-15

Rocky Branch Watershed Supplemental Environmental Project

Commodity Code: 926-42
Issue Date: June 5, 2015

Submittal Deadline Information:

Date: June 23, 2015, Time: 11:00 AM (EST)

Submit Five (5) hard copies and One (1) CD of your proposal to:

City of Columbia/Utilities & Engineering Department/Shannon Lizewski

Attn: RFP #ENGRFP0017-14-15 Rocky Branch Watershed Supplemental Environmental Project
1136 Washington Street, 7th Floor, Columbia, S.C. 29201

Requests for Additional Information and Questions must be submitted to:

<https://bidonline.columbiasc.gov/ifa7/bidonline>

Using Bid Online, user must be logged in and under the Bid tab, click "Bid Q and A".

Deadline for requesting additional information and submitting questions: June 16, 2015, 5:00 PM

CERTIFICATION

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 respondent offers and agrees that if the proposal is accepted, the respondent 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 respondent.

The respondent's final response as accepted by the City of Columbia shall mean: the final cost and technical proposals submitted by the awarded respondent and any subsequent revisions to the awarded respondent's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City of Columbia, except that no objection or amendment by the respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City of Columbia has explicitly accepted the respondent's objection or amendment in writing.

Additionally, by signing you agree to the above and to all the terms and conditions set forth in this document and if awarded this proposal shall be referenced in the final contract.

WITNESSES AS TO RESPONDENT:

RESPONDENT

BY: _____

TITLE: _____

DATE: _____

WITNESSES AS TO CITY:

CITY OF COLUMBIA

BY: _____

TITLE: City Manager

DATE: _____

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Glossary of Terms

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

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

Allowable Costs: Costs that are recognized by law, regulation, or the contract. A cost that is reasonable.

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.

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

Audit: A detailed review and examination of records, documents and the business processes with the confirmation by outside experts of a situation or condition concluding with a detailed report of findings. A formal examination or verification of financial accounts or other business operations. Examples include financial, compliance and management audits.

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

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

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

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 a bidder, 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.

Engineer: For this particular project the terms "City Engineer" and "Engineer" are defined to mean the City Engineer of the City of Columbia, SC, acting directly or through a duly authorized representative(s), such representative acting within the scope of particular assigned duties or authority. The duly authorized representative(s) will be referred to as the Owner's Representative in this RFP.

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/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

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

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

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.

Principal: One who employs an agent. A person who has authorized another to act for him/her.

Proposal: A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a 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 contractor, 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 contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Savings: That part of disposable income not spent on current consumption; disposable income less consumption; any income that is not spent. (*Bishop, 2002*)

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.

Technical Specifications: Specifications that establish the material and operating requirements of products and services.

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

Value Added:

1. The increase in worth of a product or service as it moves through various stages of production and distribution.

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2. What contribution a service function within an organization can make toward return on investment, increased productivity, or improved customer service.

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

I. Introduction

A. General Information

The City of Columbia (CoC) is seeking a qualified engineering firm to conduct a watershed assessment and to develop a comprehensive watershed management plan (henceforth the “Plan”) for Rocky Branch Watershed (RBW). RBW is a small watershed located primarily within the CoC that flows through the Five Points district, Maxcy Gregg Park, and the University of South Carolina (USC) to the Congaree River. The goal is to develop a framework for achieving local watershed protection and restoration projects and to ensure that efforts build upon and complement one another. The Plan will be made available to the public and ultimately serve as a guide for future activities in the watershed.

The successful applicant for developing the proposed Plan will demonstrate previous experience in watershed plan development. This is best demonstrated by providing examples of existing plans conducted by the applicant. The ultimate goal of the project will be to develop a watershed assessment and an integrated watershed management plan for RBW that will address the goals and objectives outlined in this call for proposals. The protocol and content of the Plan should include, as a minimum, the specific criteria presented below.

The geographic scope of this study is the watershed as defined by the outer drainage divides from the Rocky Branch confluence with the Congaree River. The drainage divides will be adjusted for extra-basin transfers of surface water by the stormwater system and will be delineated using the latest available topographic and storm sewer data. Variations within the RBW for the baseline assessment will depend on the delineation of sub-basins.

Minimum Qualifications

Applicant should demonstrate expertise by themselves or a willingness to procure expertise by appropriate subcontractors in geographic information system (GIS) technology, civil engineering, water resources planning and management, and ecology. GIS expertise should include the ability to manipulate terrain models (e.g., digital elevation models), CAD plans, shape files of municipal storm sewer systems, drainage divides, etc., and to import field and hardcopy data such as historical maps and building plans to georegistered digital formats. Civil engineering expertise should include the ability to interpret hydrologic and hydraulic (H&H) model output, interpret water quality (WQ) data, and evaluate H&H and WQ data and modeling needs. Water resources planning and management expertise should include total maximum daily loads (TMDLs) and National Pollution Discharge Elimination System (NPDES) compliance. Ecological expertise will be needed to assess aquatic habitat conditions and potentials and to recognize native riparian species of trees and shrubs and make recommendations about potential introductions of native species.

Deliverables

An Integrated Watershed Management Plan (IWMP) will be developed for RBW that will include at least five components:

- Data Compilation with Metadata
- Drainage Divide Delineation.
- Baseline Watershed Study.
- Evaluation and Mapping etc.
- Potential Improvement Projects

Data Resources

The project should begin by identifying data resources, and collecting and organizing the data into a form readily adaptable for developing and implementing a baseline study for the IWMP. This will include, but not be limited to, the following:

Spatial (GIS) Data

- Richland County GIS data (land-use, demographics, infrastructure, etc.)
- COC and Rich Co. zoning maps
- USC-GEOG (Wooten) Impervious Surfaces Study (2006)
- RBWA Impervious Surfaces Study (proposed 2012)
- USGS LiDAR topographic data
- Maps of soils, geology, wetlands, etc.

Previous Studies

- COC Rocky Branch Studies (2003 and 2006)
- COC Gregg Street Basin Master Plan (Woolpert 2005)
- COC Rocky Branch Watershed Study (PB America's Inc., 2007)
- COC Rocky Branch Flooding Impact Study (AMEC, 2012)
- COC proposed "connectivity" project
- USC Innovista plan
- USC 2010 Master Plan
- Literature review of relevant soils, geology, ground water, and wetlands studies

Hydrologic, Hydraulic, Watershed, and Ecological Data and Models

- USC data, models, and analysis on Rocky Branch basin in the South Campus area
- USGS Rocky Branch stream-flow analysis and data
- USGS Southeast regional urban stream-flow analyses (e.g. Putnam, 1972; Bohman, 1990 & 1992; & Logan et al., 1995)
- Bio-diversity data
- Water quality data
- COC (and Richland County?) storm-sewer maps

Many of these data will be available from previous work, from researchers, government agencies, and stakeholders, so determining the availability, reliability, and utility of each of these data components should be an initial priority for the study. In addition, the IWM Plan should specify and prioritize the data series that should be developed and maintained to enable monitoring and assessment of the Restoration Plan.

In addition to the identification and acquisition of existing data, the Plan should call for the collection, assimilation, and archiving of streamflow, water quality, and spatial data on an on-going basis. This is needed, not only to evaluate the existing conditions and identify the relative need for mitigation in various subwatersheds, but also as a basis for critical assessments of the success of mitigation activities or further degradation by on-going urbanization. Thus, in order to establish and maintain a long-term monitoring plan for runoff and water quality, potential contacts should be identified for collaborations with government agencies (USGS, DHEC, DNR, COC, Rich.Co., USC, etc.) for resources and transfer of relevant data to and from RBWA and other community organizations.

Stakeholders

The following are potential stakeholders in the Rocky Branch restoration effort. In developing the Plan, additional substantial stakeholders should be identified and the potential role that each of these stakeholders is willing and able to play in this project should be identified.

- COC - Engineering, Storm Water Management, Streets Division, Parks and Recreation
- University of South Carolina (USC)
- Rocky Branch Watershed Alliance
- Richland County - Public Works, Richland District One School, Recreation Commission
- State of South Carolina - DHEC, USC, SCDOT, Richland County Legislative Delegation
- Five Points Association
- Adjacent Neighborhood Associations - M.L. King, Old Shandon, Wales Garden, University Hill, Wheeler Hill, Whaley Street, Olympia, and Granby Hill
- Businesses
- Railroads, utilities
- Community health organizations
- Environmental groups
- Benedict College, Allen University

USC is a major land owner in the Rocky Branch watershed and has adopted policies that may set land-use requirements in the South Campus area that exceed the requirements of the previously cited regulations. These policies and their intended impact(s) need to be reflected in the Plan.

Regulatory Drivers

Restoration efforts in the Rocky Branch watershed must comply with the following governmental regulations:

- MS4 requirements for COC (Phase 1) and for Richland County (Phase 2)
- City of Columbia and Richland County - Ordinances and Best Management Practices
- NPDES permits
- Army Corp of Engineers 401/404 Permit
- FEMA regulations
- Section 303d compliance with the TMDL requirements may ultimately apply

II. Project Description and Scope of Services

A. Scope of Work.

The goals of this effort are to evaluate the site specific and systematic character of the Rocky Branch Watershed (RBW) to determine potential opportunities for stream stability, water quality improvement, outfall protection, and floodplain and habitat viability. The intent of this investigation is to identify and prioritize potential restoration opportunities for future implementation, including:

- Work with the City of Columbia, University of South Carolina, and Rocky Branch Alliance (hereafter, the stakeholders) to develop an integrated watershed management plan (the Plan).

- Establish baseline watershed conditions with desktop and field analyses including the topics in Parts I & II, to help identify problem areas and for later assessments of success or failure of rehabilitation projects.
- Assess flood risks and mitigation potential
 - Conduct a hydrologic analysis based on existing data
 - Assess stream banks and channel erosion;
 - Assess existing Stormwater Management (SWM) facility effectiveness and evaluate potential sites for opportunities to retrofit existing facilities or install new proposed facilities;
 - Identify potential sites for proposed new SWM facility opportunities;
 - Identify current flooding hot spots and recommend engineering solutions
- Assess water quality and mitigation potential
- Identify and prioritize stream restoration and SWM projects according to cost, treatment potential, and benefit to society;
- Assess greenway/riparian buffer feasibility
- Assess riparian & aquatic habitat and biologic integrity and mitigation potential
- Develop education and outreach plan

Section – I Conduct a Desktop Analysis.

1. Maximize the use of available data through a comprehensive review and compilation of existing records and information sources including, but not limited to, the following:

- City-provided data and documents;
- Geographic Information System (GIS) mapping data;
- US Geological Survey and other streamflow data;
- Previously conducted hydrologic and hydraulic studies
- Available aerial photographs;
- Plans/computations for constructed projects;
- Literature search;
- Previously identified Best Management Practices (BMPs) and DHEC criteria

2. Review and analyze the present condition of the RBW including, but not limited to, the following:

2.1 Identify drainage divides to define RBW and sub-basins in consultation with the stakeholders

2.2 Compile and analyze available hydrologic and hydraulic (H&H) data and studies for flood- and drought-risk assessment

- Flow stage and discharge measurement data at past and existing streamflow gauges, with assessment of quality.
- Quantity of existing public impervious areas and private impervious areas with and without adequate SWM control
- Digital urban storm sewer maps
- Water surface profiles and data used to compute them: channel cross sections, roughness values, constrictions, long profiles, etc.

2.3 Collect, analyze and assess available water quality (WQ) data. Two gauges are now taking WQ measurements (flow stage, specific conductivity, pH, DO, temperature, and turbidity) at 15-minute intervals. In the context of regulatory and public health criteria, an assessment is needed of the data monitoring and need to extend or expand it.

2.4 Assess riparian and aquatic habitat and biologic integrity. Summarize available information and recommend potential projects to improve the ecological condition of the creek.

2.5 List existing structural measures and non-structural management strategies with action items/proposed improvements as applicable;

2.6 List and map stream locations to be field analyzed.

3. Identify potential problems, resolutions, and opportunities

3.1 Identify the presence of potential watershed management problems (or “fatal flaws”) and any available resolutions for all preliminary project candidates. Examples could include, but are not limited to: permit, utility, high groundwater or bedrock, environmental, historical, constructability, property ownership, public acceptance, aesthetics, and cost issues. The consultant is to identify and eliminate unfeasible or marginal restoration strategies and sites. This analysis should be coordinated with the Greenway analysis.

3.2 Evaluate the feasibility of SWM implementation techniques based on: their relative benefits and impacts on the existing built and natural environment, design constraints, and cost. Such techniques shall include, but are not limited to, the following:

- Traditional SWM measures;
- Environmental Site Design (ESD) / Low Impact Development (LID) measures (e.g., green streets, green roofs, infiltration systems, cisterns, permeable pavement, bioretention, etc.);
- SWM retrofit opportunities;
- Structural facilities;
- Non-structural facilities;
- Upland public/private property restoration; and
- Candidates for outreach programs, program type and quantifiable benefit achieved in the event of success.

3.3. Evaluate the feasibility of stream restoration techniques based on their relative benefit, impacts on the existing built and natural environment, design constraints, and cost. This evaluation shall include, but not be limited to, the following:

- Stabilizing eroding stream banks;
- Streambed grade control to stop or reverse bed degradation;
- Providing bankfull benches or bank grading to increase flood-prone areas, thereby reducing shear stress on the bed and banks;
- Improving in-stream habitat through the installation of structures such as rock or wood wing reflectors;
- Installing measures such as cross vanes, J-hook vanes, and cover logs;
- Riparian plantings

3.4 Evaluate and propose potential greenway routes from Five Points to the eastern terminus of the greenway at Olympia Park. A key goal of the RBG feasibility assessment should be to identify the long-term location of the channel and greenway corridor so future channel restoration and transportation relocation projects can be coordinated. Vulcan Industries is planning to move Rocky Branch, install buffers, and build a greenway that will connect Olympia Park to the Granby Riverwalk. Therefore, the Rocky Branch Greenway (RBG) below Olympia Avenue does not need to be evaluated but should be considered in evaluating the potential for continuing a greenway up to Five Points. The Plan is not expected to include greenway designs but should include a feasibility analysis with width or thoroughfare limitations, locations where land acquisition and easements would be needed, estimated costs, and potential projects that can move towards the RBG. The Plan should review generic greenway design principles that balance transportation, water quality, ecologic, and esthetic functions. The RBG should be both a transportation corridor and provide riparian buffers to reduce the introduction of non-point source pollutants (NPS). The Plan should compare RBG widths needed for both transportation and buffer functions and compare them with available widths along the creek. Channel reaches with near-channel sources of NPS pollution should be identified vs. those with storm sewer outflows. This information should be used to evaluate where buffers would be most effective.

3.5. Compile results and identify areas for field investigation.

Section – II Perform Field Evaluations, Data Collection, and Analyses

Field evaluations will be performed to further assess the health of the watershed and to verify and build upon the findings of work completed in Part I. Modeling, sub-basin comparisons, and geomorphic analysis will be conducted.

1. Hydrologic and hydraulic (H&H) analyses will be conducted to assess flood and drought risks in the watershed.

1.1 Four stream-flow gauges will be calibrated: gauges at Maxcy Gregg Park, Olympia Avenue, Whaley Street, and near Gervais St. Calibrations should take advantage of existing data by coordinating with the City, USGS, and the Alliance. The USGS gauges at Above Gervais and Above Pickens have been discontinued since January 1, 2015, but calibrations will allow hind-computation of the seven-year records at both sites. Although the Above Pickens gauge is redundant with a new Maxcy Gregg Park gauge at the same site, neither gauge has been calibrated. The Plan should consider the potential for the City renegotiating an agreement with USGS to restart the Above Gervais Street gauge. Calibrations should involve collaboration with the USGS.

1.2 Spatially distributed rainfall-runoff modeling will be conducted for the basin to quantify flood magnitudes and frequencies in different parts of the basin. Models will be calibrated using the latest stream-flow data. Available data from various sources, such as digital maps of impervious surfaces and the urban storm sewer system, should be incorporated in the model. Some parameterization data may already be available for Storm Water Management Model (SWMM) and other models.

1.3 Water-surface profiles will be evaluated where available or generated where needed up to Martin Luther King Park and Gregg Street basin north of Gervais St. Some lower Rocky Branch

reaches have been analyzed but those results from existing studies (e.g., AMEC 2012) should be critically evaluated in light of their use of uncalibrated hydrologic models. If the hydrologic input data need to be revised the models may be to be run again using standard one-dimensional modeling methods (e.g., HEC-RAS). If this is necessary, channel parameterizations from previous model runs may be applied but should be field verified.

2. Benefits and solutions at the sub-watershed scale will be determined in the context of noting differences between the approximately ten subwatersheds identified in Part I. The analysis should consider how relative impacts to the system and benefits from rehabilitation are likely to vary between land uses. For example, problems and needs may differ between sub-basins dominated by residential, commercial, or industrial land uses. In order to recognize these differences and ensure management strategies that will be compatible with the characteristics of the individual sub-watersheds, field observations should be combined with desktop hydrologic and spatial analyses to note site conditions including, but not limited to, the following:

- Forest cover;
- Sedimentation;
- Wetlands;
- Soil types;
- Drainage paths/streams;
- Proximity to houses;
- Other structures;
- Active parks;
- Other SWM present within the drainage area;
- Utilities;
- Access;
- Location or presence of/condition of existing SWM facilities;
- Quantify the amount of existing impervious area;
- Drainage patterns/issues or connecting drainage areas;
- Access to potential projects;
- Hot spots;
- Grading constraints;
- Inventory existing vegetation and specify native or non-native;
- Areas for stream restoration;
- Stream location verification;
- Visual assessment of all storm drain outfalls in the streams. and
- Potential greenway right of way

3. Geomorphic field evaluations will be conducted to assess the conditions of stream channels, water quality, and ecological habitats. These will include stream evaluations utilizing, as applicable, the Bank Erosion Hazard Index (BEHI), Rapid Stream Assessment Technique (RSAT) field methods, or other suitable methods to evaluate bank stability, channel scouring/deposition, identification of bankfull channels, an inventory and sampling of channel bed and bank materials and textures, preliminary computations of sediment transport capacity, identification of likely sediment sources and sinks, and potential sites that could be modified to store flood water and overbank sediment. These geomorphic evaluations should be done in conjunction with an inventory and mapping of channel reaches distinguished on the basis of cross-section size and shape, bank protection, bed material, bridge

crossings, etc. In addition, reconnaissance assessments of water quality, physical in-stream habitat, and riparian habitat conditions should be conducted at the reach scale during geomorphic evaluations.

4. Hydrologic, sub-watershed, and geomorphic studies will be guided by, but not limited to, principles and methods used by the following watershed studies, which may be obtained from the City's website, that utilize similar methods of evaluation and formatting:

- *An Ecological Assessment of Streams in Gaithersburg, Maryland 2001-2002* by Versar, Incorporated; and
- *Middle Great Seneca Creek Watershed Study* by URS Corporation.

Section – III Develop and Evaluate Restoration and Management Alternatives

1. Based on the work completed in Part I and Part II, recommendations will be made of site-specific structural management alternatives that can be sponsored by Capital Improvement Projects.

1.1 Compile a minimum of twenty-five (25) opportunities that yield quantifiable benefits, such as credits toward treated impervious cover, pollutant load reduction, flooding etc.

- Selection shall be prioritized based on cost, treatment achieved and benefit to society. The best options will provide maximize benefits for the lowest possible cost.
- Five (5) of the twenty-five (25) opportunities shall be "recommended management strategies," which are actions that do not result in construction of Capital Improvement Projects (i.e., tree planting, etc.).
- Any improvement that may mitigate potential loss of life and structural damage shall be placed at a higher priority.

1.2 A selection no more than ten (10) of the twenty-five (25) potential opportunities identified during the desktop analysis will be field checked to examine environmental and physical site constraints (including soil classification & infiltration rates and depth to ground water) and site potential. These top ranked potential projects should be described in greater detail and engineering "typicals" should be provided whenever possible.

1.3 Conduct field visits with City of Columbia, University of South Carolina, and Rocky Branch Alliance staff.

1.4 Provide GIS Data and other data used in development of alternatives. Once the inventory of twenty-five (25) opportunities has been completed, the following information will be delivered in the form of GIS layers:

- Public lands;
- Private and residential land areas, with potential for LID alternatives and innovative solutions;
- Large rooftop impervious areas, with potential for green buildings options;
- Land use coverage comments identifying area of significant discrepancy between the GIS data and field conditions;
- Impervious coverage comments identifying area of significant discrepancy between the GIS data and field conditions;

- Soil types
- Development and redevelopment patterns;
- Existing flow paths and drainage areas for terminal storm drain structure;
- Existing SWM facility drainage area, broken down by water quality and quantity treatment;
- Natural resources such as trees, wetlands, parklands, riparian buffers, and stream valleys; and
- “Hotspots” as identified per the Environmental Protection Agency’s (EPA’s) Illicit Discharge Detection and Elimination (IDDE) manual, including descriptions of locations, indicators and sources of water quality impairment.

2. All data shall be delivered in a format compatible with the City’s version of the software: ArcGIS 10.1 SP1 for Desktop.

Section – IV Develop Watershed Plan and Report on Results

1. Create a comprehensive Final Report that includes Parts I through III and incorporates any direction from two work sessions with the City of Columbia, University of South Carolina, and the Rocky Branch Alliance watershed association.
2. Provide progress reports with preliminary assessments and work sessions
 - 2.1 Progress reports shall be provided to the stakeholders at 65% and 95% completion of the Final Report.
 - 2.2 Within a month of submission of each of the progress reports, a workshop will be held with the stakeholders to go over the report and solicit input.
 - 2.3 All progress reports and the final report should be provided in both Adobe PDF and Microsoft Word formats, in addition to two (2) hard copies.

B. Schedule.

The RFP process includes the following schedule:

Task	Date	Time (if applicable)
RFP Issuance in Bid Online	June 4, 2015	
Advertisement (The State)	June 7 and 14, 2015	
Advertisement (SCBO)	June 4, 2015	

Questions Deadline	June 16, 2015	5:00 pm
Submittal Deadline	June 23, 2015	11:00 am
Evaluation Period	6/2015 – 7/2015	
Anticipated City Council Review/Approval	7/21/15	

III. Proposal Format Instructions

To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized in the manner set forth below, separated into sections, and appropriately entitled. All information and materials requested shall be provided in the Proposal under a single cover. The following must be included in this section in order for a respondent to be considered responsive:

A. Cover Letter and Executive Summary.

- a. The cover letter must be signed by an authorized signatory.
- b. The cover letter must include contact information for the project manager.
- c. A signed copy of the solicitation certification (page 2) must be included.
- d. Exceptions, if any, to the City Standard Terms and Conditions (See Section VI)
- e. Conflict of Interest Statement (see Section V, Item H and Attachment B).
- f. A Non-Collusion Affidavit (see Attachment D)
- g. Fees associated with this project will be sought from the recommended respondent only and will update the respondent’s proposal prior to seeking City Council approval.

B. Organization and Key Staffing Qualifications. The respondent shall provide the services of qualified, experienced staff members to this project sufficient to perform the duties described in this document. List any subconsultants and/or subcontractors that will be employed on this project (within Attachment C). Identify the division of responsibility among the firm’s staff members. This project does lend itself to the Mentor Protégé Program, but it is not a requirement for a firm to be considered responsive. Information pertaining to the City’s Mentor Protégé Program can be found at <http://www.columbiasc.net/business-outreach/mentor-protege/>.

The respondent should also provide information concerning participation with Disadvantaged Business Enterprises on similar projects as applicable.

Resumes for all key project personnel (for those performing the audit and those managing the long-term savings) should be included and show at least the following:

- 1. Name, specialty, title, and project assignment.
- 2. Description of relevant experience with firm (and previous employers), to include project names and scope, role on project, and other pertinent information. **All project/experience description must include dates.**
- 3. Office location where employed.
- 4. A synopsis of experience, training or other qualities which reflect the individual’s related experience and contribution to the project. Provide any certifications, licenses, etc. on performing this type of work
- 5. Three (3) prior client references including current, verified telephone numbers.

6. Business Information Statement – Attachment E – This document will be reviewed by a City representative experienced in reviewing financial health and stability in order to gauge “responsibility.”

C. Experience/Past Performance. Submit a one page summary of five (5) relevant projects, at least three (3) of which have been completed, to illustrate the specialized expertise, demonstrated experience, applicable qualifications, and available resources of the Consultant. Past experience with utility rate analysis is preferred. Each project summary shall include the following information:

1. Project name, location, description, dates of services, and status
2. Role of firm
3. Firm’s project manager
4. Key project team members (with emphasis on the participation of team members proposed for this project)
5. Specialized expertise and/or resources applied during project, with concise explanation of their value and relevance to the Scope of Services of this project
6. Experience of the local office charged the administration of this particular contract
7. Name and current telephone number of a client contact person for each project
8. Results of work, fees collected, basis of fee, and duration of project work

The consultant shall submit a sample of work product for at least one (1) of the relevant projects of which has been completed.

The consultant is encouraged to provide a complete list of additional relevant projects. This list should include the location, dates of service, basis of fee and fee, firm’s project manager, and the name and telephone number of a client contact person. The Consultant’s quality of the completed work and the performance of the project team may be verified by contact with the current and previous clients.

Litigation History. Submit a summary of the litigation history for your firm for the past five (5) years, including the following information for each case:

1. Style of the case
2. Parties to the litigation
3. Court in which litigation was filed and civil action number
4. Nature of claims
5. Whether the case is pending or resolved, and if resolved, the date of and manner in which it was resolved (e.g., relief granted by court, settlement by or among parties, dispositive motion, trial verdict)

D. Approach and Scope of Work. The consultant shall describe in detail its approach to the project outlined in the Project Description and Scope of Services. This section must present written and graphic information in sufficient detail so that the City can ascertain the consultant understands the scope and nature of the work involved. The respondent shall fully describe its approach, provide specific details regarding how the City’s requirements will be met, and explicitly identify any deviations, exceptions, and/or alternatives.

E. Availability. The firm shall outline its current and projected workload and state its commitment to provide the requested services as well as a schedule to begin this project. In addition, the full name and address of the firm and the branch office that will perform the services shall be described herein.

F. Local Business Enterprise Designation. The intent of the Local Business Enterprise program is to promote opportunities for businesses located within Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda counties to participate in the procurement process for professional services. See Attachment A for eligibility requirements. This designation must be obtained and approved by the Compliance Office prior to issuing your proposal. The prime firm submitting must have the designation in order to qualify.

G. Forms/Attachments

The following forms shall be included in one's submittal:

1. Local Business Enterprise Qualification Statement (Attachment A)
2. Conflict of Interest Statement (Attachment B)
3. Subconsultant/Subcontractor Business Information Form (Attachment C)
4. Non-Collusion Affidavit (Attachment D)
5. Business Information Statement (Attachment E)

H. Financial Proposal – TO BE PROVIDED SEPARATELY

A Financial Proposal must also be submitted to the City in a separate sealed envelope as well as a separate document uploaded to Bid Online. This information will not be factored into the proposal evaluation process. Further, this information will not be opened until a respondent has been recommended by the Evaluation Committee. Respondents who are unsuccessful in the selection process will be mailed their Financial Proposal back unopened.

I. Questions

No interpretations or clarification of the meaning of the instructions or scope of services will be allowed orally (except for general information). Every request for such interpretation should be in writing through Bid Online at <https://bidonline.columbiasc.gov/ifas7/bidonline/>. Using Bid Online, the user must be logged in, and under the Bid tab, click "Bid Q and A." The deadline for requesting additional information and/or asking questions is listed in Section II. B. Any and all such interpretations and any supplemental instructions will be issued in the form of written addenda to the Request for Proposals.

IV. Proposal Submittal Instructions

A. Proposal Deadline

Proposals will be opened at the date and time listed in Section II. B. in the 7th floor conference room at 1136 Washington Street, Columbia, SC 29201 and the names of respondents announced.

Proposals must be responsive to the requirements stated in the Project Description and Scope of Services, Proposal Format Instructions, General Information and Instructions, and Terms and Conditions.

B. Public Opening

Proposals will be publicly opened at the date and time listed in Section II. B. at 1136 Washington Street, Columbia, SC in the 7th floor conference room.

C. Submittal

If your firm is interested in providing the described scope of work, you **MUST** submit a proposal through Bid Online at <https://bidonline.columbiasc.gov/ifa7/bidonline>. One must be registered with this software in order to respond. All Proposals shall be submitted using Bid Online by the date and time listed in Section II. B. The City is not responsible for late RFP's caused by any method of delivery. Proposals received after the designated time may not be considered.

In addition to submitting through Bid Online, it is **REQUESTED** that **five (5)** hardcopies of a proposal and one (1) digital copy (i.e., CD or thumb drive) be hand delivered and/or mailed to Utilities and Engineering Department at 1136 Washington Street, Room 714, Columbia, SC 29201, Attention: Shannon Lizewski. All information regarding the opening date, type of proposal, and name of City's assigned contact should be clearly marked on the outside of the sealed envelope containing the response.

D. Ownership of Proposal Documentation

Upon receipt of the Proposal by the City, the Proposal and all included documentation shall become the property of the City, without compensation to the respondent, for disposition or usage by the City at its discretion. The City assumes no responsibility or obligation to respondents and will make no payment for any cost associated with the preparation or submission of proposals.

V. Proposal Selection Process

A. 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

B. Evaluation Process and Criteria

The Proposals will be evaluated on the basis of the information presented in the proposal package, and on an analysis or other available information. The City may conduct investigations or interviews as it deems necessary to assist in the evaluation of any proposal submitted and to establish to the City's satisfaction the qualifications of any respondent.

The criteria outlined below and described further hereinafter will be used to evaluate the Proposals. The proposal evaluation is based on a total maximum score of 100, with the following point breakdown per category.

Organization and Key Staffing Qualifications – Submittal must include information outlining the capabilities of the firm as well as a list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, recent experience on projects of similar nature and complexity to the proposed project, sub-consultant, Mentor Protégé Program and disadvantaged business enterprise firm participation (30 points).

Experience/Performance – Review of past performance on projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; evaluation of litigation history for the past five years; and review of a sample work product (30 points).

Approach/Scope of Work – Review of respondent's description of approach, how the City's requirements will be met, and any deviations, exceptions, and /or alternatives. The City will take special note of Approach listed for Tasks listed. (25 points).

Availability – Evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; proposed time schedule; accessibility or location of the proposer's offices or facilities from which the services are to be provided in relation to the City (10 points).

Local Business Enterprise Qualification – Five (5) evaluation criteria points will be given to each local vendor that has received the LBE Designation through the City's Compliance Office.

All proposal requirements must be met, or be capable of being met, by the responding firm, or its proposal will be disqualified as being non-responsive.

All inquiries or correspondence relating to or in reference to this RFP and all proposals submitted shall become the property of the City when received and subject to public disclosure unless exempt from disclosure by law. Unless required by law, proprietary or financial

information submitted by a Respondent will not be disclosed if Respondent visibly marks each part of the proposal which Respondent considers to be confidential or proprietary information with the word "Confidential."

Submittals will be evaluated per criteria listed above. The City may short list the top rated firms and request an interview phase. Scoring for interviews, should they be used, will be on a 1, 5, 10 rating scale.

Any information pertaining to this project will not be revealed until after the City has awarded the project, unless otherwise required by law.

C. Selection

It is anticipated that the submitted proposals will be evaluated and the top ranking firm will enter the contract negotiation stage. Negotiations will be entered into with the highest ranked firm in an effort to confirm a pricing structure that is acceptable to all and address any questions remaining after the selection process. If an appropriate contract can be successfully negotiated between the parties, it will be taken to City Council for approval. If a successful contract cannot be negotiated with the highest ranked firm, negotiations will be undertaken with the next firm in order of ranked preference.

The City reserves the right to hold interviews in addition to proposal document review in order to select a top ranking firm if it is determined to be needed.

BID ONLINE "AWARD CRITERIA – PROPOSALS" – Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the City.

D. 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.

E. Contract (Agreement)

Upon award of the contract by the City, the consultant shall agree to deliver services in accordance with the terms and conditions set forth therein and any negotiations that may occur. Consultant shall understand that minor technical adjustments may be necessary as work progresses. Timely, quality service is critical to continuation of work under this contract.

Proposed Terms and Conditions are included (see Section VII). All responders should thoroughly review these prior to submitting a proposal. Any proposed revisions to the terms or language must be submitted in writing with the Firm's response to the Request for Proposal. The

certification contained herein shall be signed by an officer of the firm having authority to execute the contract.

VI. General Information and Instructions

A. Request for Proposal Process

The RFP is not a bid. In the event that the City elects to negotiate a contract with a selected 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 within the sole discretion of the City.

B. 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 work "Confidential."

C. 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.

D. Proposal and Presentation Costs

The City will not be liable in any way for costs incurred by respondents in the preparation of their proposals in response to the RFP, in the presentation of their proposals or for participation in any discussion or negotiations.

E. Submittal of Proposals

All responses to this RFP must be clearly marked "ENGRFP0017-14-15 – Proposal for Rocky Branch Watershed Supplemental Environmental Project". A minimum of five (5) hard copies and one (1) digital copy on CD, PC readable, labeled and not password protected shall be submitted. Save each attachment as a separate PDF file on the CD. Also save each attachment as a MS Word document, with each attachment saved separately.

All Proposals shall be submitted using Bid Online no later the date and time specified in Section II.B. and the CD and hard copies shall be submitted to the City of Columbia Utilities & Engineering Department, 1136 Washington Street, 7th 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 in method of delivery.

F. 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 Consulting Services on this project.

1. Conflict of Interest. See Attachment B. 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 consultant 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 Agreement. 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 Attachment D. 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.

G. Disadvantaged Business Enterprises (DBE) Participation

The City encourages the participation of all businesses in offering their services and/or products.

VII. Terms and Conditions

A. 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.

B. Indemnification and Insurance

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.

The consultant shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subconsultant 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.

1. All insurance required shall be primary insurance as respects the City, its officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the contractor and shall not contribute to it.
2. Insurance shall be obtained for not less than the limits of liability as specified by these instructions.
3. The consultant shall include all sub-consultants as insured under its policies, or shall furnish separate certificates and endorsements for subcontractors and shall be the same as provided in these instructions for the contractor.
4. Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, 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.
5. Workers' Compensation Insurance - The consultant 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 subconsultant similarly to provide Workers' 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 Workers' Compensation Insurance. The consultant 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.
6. Liability Insurance - The consultant 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 consultant, his agents, or representatives, employees or subcontractors. The City shall be specifically covered as an insured in all liability policies amount of such insurance shall be as follows:

Commercial General Liability Insurance: A separate general liability policy naming the consultant or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate limit for bodily injury, personal injury, property damage, and products completed operations
7. The consultant shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required, which shall be approved by the City prior to commencing work on this contract, nor shall the consultant allow any subcontractor to commence work on this contract until all similar insurance required of the subconsultant has been obtained and approved.

C. Licenses, Permits and Taxes

It shall be the responsibility of the consultant to obtain any approvals, permits and/or licenses as may be required by law, state or ordinance to perform work required under this Agreement. The consultant shall be responsible for any costs relating to same.

The consultant shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the consultant to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Consultant and pay any costs relating to same.

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

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

D. 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.

E. Ownership of Data

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

F. Termination

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

The City may terminate the contract at any time upon any of the following grounds: 1) failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget; 2) The consultant fails to perform any of the services required

in this Agreement, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) the City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause; 5) upon expiration of the term of the agreement; and 6) by mutual agreement.

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

G. Whole Agreement

This Agreement represents the entire agreement between the City and the consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the consultant may amend this Agreement.

H. State Law Applicable

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

I. Breach/Waiver

The failure of either the consultant or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

J. Severability

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

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 sub-contractor 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. Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Utilities & Engineering 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.

N. Subconsultants

The consultant will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City. The use of subcontractors will not relieve prime consultant of any obligations and the awarding consultant remains liable for full and satisfactory performance per the contract term and conditions.

O. Term of Agreement

The successful consultant shall commence once the notice to proceed is issued.

The term of the project will be for a base period of two (2) years from award and contract execution, with the option to renew or continue with work for two (2) additional one-year periods at the mutual pleasure of both parties.

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

P. Ethics

The consultant is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, 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. Notice

Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

Written notice to the consultant shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Consultant Name, & Company, Inc., Address.

R. Miscellaneous

This Agreement is subject to City Council approval.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the consultant.

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

In the event there are any disagreements between the City and the consultant with regard to any of the requirements, specifications or interpretation of this Agreement, the consultant

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agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

VIII. Attachments



LOCAL BUSINESS ENTERPRISE QUALIFICATION STATEMENT – ATTACHMENT A

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

Revised 10.15.14

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. 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 owner **must** provide document verification of local residency. (Copy of driver's License, utility bill, most current individual or corporate state and/or federal tax return).

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 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.

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Rocky Branch Watershed
City of Columbia

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:
Department of Utilities and Engineering
Attn: LBE Administrator / Team
PO Box 147 / 1136 Washington Street, 5th Floor
Columbia, SC 29217
Tel: (803) 545-3049
Fax: (803) 545-4130
Email: agdiggers@columbiasc.net

Qualified / Not Qualified: _____ Date:

CONFLICT OF INTEREST STATEMENT – ATTACHMENT B

I, _____ (consultant) certify, under penalty of perjury, that to the best of my knowledge and belief;

1. No circumstances exist which cause a Conflict of Interest in performing the services required by the Request for Proposal (RFP) or the contract to which this statement is attached, and
2. That no employee of the City, nor any member thereof, nor any public agency or official affected by the RFP or the contract to which this statement is attached, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to such contract.
3. The consultant warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with the City of Columbia, as related to the RFP or the contract to which this statement is attached, and that he and his sub-consultant(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 responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of such contract.

consultant Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT – ATTACHMENT D

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, representatives, employees 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 refrain 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

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

(Notary Public) My commission expires _____

BUSINESS INFORMATION STATEMENT - ATTACHMENT E

Applicant Name: _____

Applicant Headquarters Address: _____

Applicant Local Office Address: _____

Applicant Phone No.: _____ Fax No.: _____

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

Person who can respond authoritatively to any questions about this statement:

Name: _____

Title: _____

Phone: _____

Select One: ___ Corporation ___ Sole Proprietor ___ Partnership

___ Joint Venture ___ Other (Indicate)

1. Organization

A. How many years has your organization
Been in business under its present business name? _____

B. Under what other former names has your organization operated?

C. If your organization is a corporation, please indicate:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

Secretary's Name: _____

Treasurer's Name: _____

D. If your organization is a partnership, please indicate:

Type of partnership (if applicable): _____

Date of organization: _____

Name(s) of general partners: _____

E. If your organization is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

F. If the form of your organization is other than those listed above, describe it and name the principals:

G. Submit a copy of the Applicant's current organization chart showing numbers of employees by discipline and the names and titles.

H. Is the Applicant related to another firm as a parent, subsidiary or affiliate?

___ Yes ___ No

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

I. Judgments:

Has the Applicant or any officer, director or owner thereof had any judgments entered against him within the past ten years for breach of contracts for governmental or non-governmental construction, including, but not limited to, design-build or construction management?

___ Yes ___ No

If yes, provide details on any such judgment.

J. Contract Compliance:

Has your firm been found to be in substantial noncompliance with the terms and conditions of prior contracts with City of Columbia without

good cause?

Yes No

If yes, provide details of such instance.

Has your firm been found to be in substantial noncompliance with the terms and conditions of prior contracts with any other public body without good cause?

Yes No

If yes, provide details of such instance.

K. Convictions:

Has the Applicant or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes No

If yes, provide details on any such conviction.

L. Debarment:

Is the Applicant or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency or another state or agency of the federal government?

Yes No

If yes, provide details.

2. Confidential and Proprietary Information

Information submitted is subject to review under the Freedom of Information Act (FOIA). Please clearly disclose at the top of each page if the information contained on such page is proprietary information

3. Financial Statements

Include a copy of your firm's most recent financial statements.

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City of Columbia

Submitted by: _____

Date: _____

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City of Columbia

Exhibit A –Bid Online Tutorial

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Rocky Branch Watershed
City of Columbia

- END OF REQUEST -