



RFP #04-24/25

REQUEST FOR PROPOSALS

**PLANNING SERVICES FOR CITY OF SUMTER SAFE STREETS AND ROADS
FOR ALL (SS4A) SAFETY ACTION PLAN**

RFP Issuance Date:

Monday, January 13, 2025

Submission Deadline:

Thursday, February 13, 2025 at 2:00 PM EST

Submit Proposals To:

City of Sumter

Attn: Purchasing Department

Re: Sumter SS4A Safety Action Plan

21 North Main Street / PO Box 1449

Sumter, SC 29150

Deadline to Request additional information and submit Questions:

Monday, January 27, 2025 at 2:00 PM EST

All questions will be posted & answered on the City's website
by Wednesday, January 29, 2025 at 5:00 PM EST

Questions should be directed by email only to:

Kyle Kelly

KKelly@sumtersc.gov

The City of Sumter, South Carolina (the “City”) invites qualified individuals or entities (referred to herein as “Vendors”) to submit proposals for the above titled project. This solicitation is a Request for Proposals (“RFP”).

Submission Deadline

Proposals must be received no later than **2:00pm EST on Thursday, February 13, 2025.**

Submission

Proposals must be submitted electronically as described in *Section E.4* of this solicitation.

Selection

The City of Sumter will conduct a formal selection process to determine the best qualified Vendor who meets the City’s needs and budget. A selection committee will review, evaluate, and score the proposals. 1 or more top scoring Vendors may be short-listed and invited to interview for the project.

Agreement

The City anticipates entering into a contract with one Vendor submitting the proposal deemed to be most advantageous to the City. The selected Vendor shall be required to sign a formal agreement (the “Agreement”). This RFP does not constitute an agreement or a contract with any Vendor. A proposal is not binding until proposals are reviewed and accepted by the City Council of the City and the Agreement is executed by both parties.

Development Costs

The City shall not be liable for any expense incurred in preparing a response to this RFP. Vendors should prepare a straightforward and concise description of the Vendor’s ability to meet the requirements of the RFP.

Reserved Rights

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. The City shall be the sole judge of whether any proposal and/or the resulting Agreement is in its best interest, and its decision shall be final. The City reserves the right to accept or reject all or any part of a submission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate as it deems necessary to determine the ability of any Vendor to perform the work or services requested. Each Vendor, upon request, shall provide such information as the City deems necessary to evaluate its proposal.

Flexible Scope.

The scope of services described below is aspirational, but the City has budgetary limits. The City will negotiate a contract price after qualifications-based selection is complete (including, without limitation, by altering or reducing the scope of services).

A. General Procurement Information

Responses to the RFP are not bids. If the City is willing and able to negotiate an agreement with the successful Vendor, the Agreement 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, or terminate, restructure, or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City. It is the sole responsibility of each Vendor to gather adequate information, review collateral documents, and make those inquiries that are necessary and prudent as to the project. The Vendors are not entitled to rely on the City or the City's representations or information to the exclusion of the Vendors' due diligence.

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

Any requests for additional information or questions concerning the procedures specified in this request should be directed to Senior Planner Kyle Kelly, via email only to KKelly@sumtersc.gov, with "Sumter SS4A Safety Action Plan" in the subject line.

The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Sumter.

All questions must be received by **2:00pm EST on Monday, January 27, 2025**. The City will not respond to questions submitted after this deadline.

B. Introduction

The City of Sumter, in partnership with the Sumter Area Transportation Study (SUATS) MPO, seeks the services of a firm, partnership, joint venture or team experienced in multimodal transportation planning and engineering to support the City, Sumter County, and SUATS MPO in developing a Safe Streets and Roads for All (SS4A) Safety Action Plan focused on reducing and eliminating severe injury and fatality crashes on all roadways within the MPO and developing and implementing demonstration projects and the post-installation evaluation of those projects.

Qualified firms must demonstrate competence and expertise in graphic and oral communications to diverse groups and expertise in facilitating consensus from multiple public and private interests related to the project.

In 2023, Sumter was awarded a grant by FHWA to develop an SS4A Safety Action Plan, supporting the goal to craft a Vision Zero Action Plan. The purpose of the SS4A program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators.

A successful Safety Action Plan will demonstrate engagement with a variety of public and private stakeholders and seek to adopt innovative technologies and strategies to:

- Promote safety;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies; and
- Align with priorities such as equity, resilience and sustainability, quality job creation, and economic strength and global competitiveness.

The SS4A program aligns with the USDOT National Roadway Safety Strategy (NRSS), which includes the Safe System Approach as a guiding principle to advance roadway safety.

The anticipated overall schedule based on the funding agreement milestone dates and target dates is outlined below:

Milestone	Target Schedule Date
Planned Draft Action Plan Completion Date:	1/31/2026
Planned Action Plan Completion Date:	2/28/2026
Planned Action Plan Adoption Date:	3/31/2026
Planned Construction Start for Dem. Projects	5/31/2026
Planned Start of Evaluation Period	10/1/2026
Planned Evaluation Period Ends	3/30/2027
Planned SS4A Final Report Date:	4/30/2027

Services shall include data collection, existing conditions analysis, public and stakeholder engagement, equity analysis, assessment of current policies and plans, identification of projects and strategies, and

implementing a system for measuring progress, as described further in the Scope of Services. The developed plan must meet the requirements in the FY2023 SS4A Notice of Funding Opportunity (NOFO).

All work products must be informed by a thorough analysis of current demographics, an inventory of existing conditions and current policies; and public input.

This project is part of the SUATS MPO's implementation of transportation planning objectives utilizing federal-aid funds provided via a Safe Streets and Roads for All (SS4A) Planning and Demonstration Projects grant from the Federal Highways Administration (FHWA).

C. Scope of Work

Ideally, the selected Vendor shall provide all services enumerated below. However, given practical budget limitations, the City reserves the right to negotiate an engagement based on a reduced scope of services. Vendors should propose a price or pricing methodology for the entire scope of services enumerated below, but must agree to accept a reduced scope of services if required by the City. Vendors need not itemize pricing.

The **Sumter SS4A Safety Action Plan** will include the following components:

The consultant will be required to furnish all labor, materials, transportation, supplies, equipment, etc. necessary for the completion of the following work:

Task 1 - Project Management:

- 1.1 Project Administration. The project manager shall ensure that deliverables are on time and regular phone/e-mail communication with the project manager is provided throughout the project. The consultant selected shall provide a schedule with associated tasks and deliverables. Consultants shall comply with the City's Standard Agreement for consulting services and USDOT General Terms and Conditions under the Fiscal Year 2023 Safe Streets and Roads for All (SS4A) Grant Program.
- 1.2 Sub-consultant Coordination. The project manager shall coordinate with any subconsultants as necessary to complete the deliverables stated below.
- 1.3 Monthly Invoices. The project manager shall provide a schedule of work tasks required/completed with monthly updates. The City shall be billed monthly throughout the duration of the project. All invoices shall clearly define the percentage of project completion and the percentage of project billed to date for each work task and the total project.
- 1.4 Project Website. The Consultant shall assist with materials and links to a website to provide online public input. The City will design, develop, and host a project website and a listserv or email for interested parties to be notified of project developments.
- 1.5 Project Schedule. The Consultant shall prepare and maintain a project schedule. The schedule shall be updated monthly and provided to the project management team at monthly meetings.

ENGAGEMENT AND COLLABORATION

Task 2 - Agency Involvement

- 2.1 PMT Meetings. The Consultant will conduct meetings with the City's project management team as necessary and with other stakeholders as required. The Consultant will prepare the agendas and distribute minutes within 1 week following the meeting. A minimum of 1 meeting per month is anticipated for the duration of the project.
- 2.2 City Board/Commission Meetings. The consultant shall attend and prepare presentation materials for up to 2 SUATS Policy Committee meetings/work sessions and 2 SUATS Technical Committee meetings as requested by the City. The Consultant will deliver presentation materials with support from city staff as needed.

Task 3 - Leadership Commitment:

- 3.1 The consultant shall help develop a policy and resolution(s) to an eventual goal of zero roadway fatalities and serious injuries with a goal and timeline for eliminating roadway fatalities and serious injuries being achieved by setting a target date for achieving zero roadway fatalities and serious injuries or an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

Task 4 - Public Involvement:

The City desires robust community engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback in accordance with the SUATS Public Participation Plan. Information received from engagement and collaboration should be analyzed and incorporated into the Action Plan. Overlapping jurisdictions such as Sumter County, SUATS MPO, and the State of South Carolina are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practical.

- 4.1 Public Involvement Approach. The proposal should provide an overall and comprehensive approach to public involvement to facilitate information sharing and gathering within the project schedule. This approach shall use design solutions that involve all stakeholders to consider a range of goals. This task can be considered the minimum level of public involvement required. Consultants are encouraged to include additional public involvement strategies that they feel could be effective for this project.
- 4.2 Public Meetings. The consultant shall develop and conduct 3 or more public participation and input open house style meetings with presentations (if needed). The open house materials shall include design drawings, exhibits, renderings, and layouts as necessary. It is anticipated that public participation meeting project mailings will be necessary. The consultant is expected to prepare documents to be used for mailing and to supply any necessary handouts at the public meetings. The City will assist with venue reservations for public meetings and will package and distribute notices as needed with City Letterhead.
- 4.3 Project Newsletter Summaries. The consultant shall prepare at least 2 summaries for inclusion into agency newsletters or informational brochures in electronic format for the project. The newsletter summaries or brochures will present information regarding the concept layout, decisions made, and the project schedule. The Consultant will include the newsletter summaries or brochures on the website and the project schedule in ADA compliant format.

SAFETY ANALYSIS, EQUITY CONSIDERATIONS, AND DATA COLLECTION

Task 5 - Safety Analysis

- 5.1 Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City. This shall include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.).
- 5.2 Analysis of systemic and specific safety needs is also performed, as needed (e.g., high risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built

environment, demographic, and structural issues, etc.). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is to be developed (a High-Injury Network or equivalent).

- 5.3 The safety analysis must be completed in such a manner that City staff can update the crash analysis for future date ranges using the same methodology to ensure consistency in longitudinal analysis.

Task 6 - Demographic Considerations:

- 6.1 The Action Plan will be developed using inclusive and representative processes. Underserved and Historically Underrepresented Communities should be identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.

POLICY AND PROCESS CHANGES, AND GOAL SETTING

Task 7 - Policy and Process Changes:

- 7.1 The consultant shall perform an assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan will include recommendations for implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.
- 7.2 The consultant shall identify a comprehensive set of projects and strategies, shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations. These strategies and countermeasures will focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations are identified and mitigated.
- 7.3 Once identified, the list of projects and strategies is prioritized in a list that provides time ranges for when the strategies and countermeasures could be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs, projects, and strategies, and explains prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.

Task 8 - Key Project Development:

- 8.1 The key project list should include a broad assessment for all projects based on time to implement, difficulty to implement, and anticipated impact on safety outcome. Development of at least 10 demonstration projects to address these priority issues as agreed upon with the City shall be scoped. Additional projects may be scoped to exhaust all funds in the SS4A grant. Further competitive funding opportunities should be identified for the implementation of these projects as well as developing these projects in a manner that will make application of said grants as seamless as possible.
- 8.2 Any projects or strategies that have little to no associated implementation costs should be differentiated from the rest of the list from Task 7.3. These projects will be implemented as soon as possible or according to a suggested implementation timeline.

Task 9 – Progress, Evaluation, and Transparency:

9.1 The consultant shall develop and document a methodology for measuring progress toward the % reduction targets established as part of the safety action plan and to provide the city with guidelines for how to evaluate the impact of demonstration projects. This must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the Action Plan online.

Task 10 - Submission of Work:

10.1 The consultant shall provide the Project Management Team with all work in its original software digital format on a flash drive or solid-state drive (SSD) as part of the final engineering product.

DESCRIPTION OF CITY RESPONSIBILITIES

1. The City will provide access to the following information to the selected team
 - a. Available planning documents, as-builts, or historical references
 - b. Other Information as Relevant
 - c. Public participation mailing lists

ANTICIPATED PROJECT SCHEDULE

The following is the desired schedule for the project:

Safety Action Plan	
Action	Date
RFP Posted	January 13, 2025
Proposals Submission Deadline	February 13, 2025
Consultant Interviews (if necessary)	Week of February 24, 2025
Anticipated Execution of Contract with the City	On or before March 31, 2025
Authorization to proceed	After Execution of Contract
Project Kickoff and Advancement	Immediately after Contract Execution
Final Report and Adoption by Council	March 2026
Planned Construction Start for Demonstration Projects	May 2026
Planned Evaluation Period Ends	March 2027
Planned SS4A Final Report Date	April 2027

Consultant Provided Schedule:

The consultant selected shall provide a schedule with associated tasks and deliverables. See the aforementioned description of services and deliverables.

This project is funded by the Federal Highways Administration (FHWA) and must comply with all applicable State and Federal policies and regulations.

E. Response Requirements and Submittal Format

1. Submittal Format, Evaluation Criteria

Vendors shall prepare their proposals with reference to the items outlined in the Evaluation Form and should ensure that proposals address the sub-items within each scoring criterion.

The format for the Vendor's response to the RFP is indicated below.

1. **Executive Summary.** Include key elements of the proposal.
2. **Consultant's Background.** The Consultant's general background and technical capabilities and experience with the tasks requested.
3. **Project Statement.** Prepare a brief, general statement indicating the consultant's overall understanding of the Project and the services to be provided.
4. **Proposed Work Program.** Identify the work elements to be undertaken, the procedures and methodology the consultant will employ to accomplish each work element and the output or work products to be provided. Identify any information needed from the City, County, or MPO.
5. **Schedule.** Prepare a work schedule indicating the total time and staging for each work task and identify key milestone dates.
6. **Resources Summary.** Present a summary of the estimates of person-days and total dollar costs for each work element.
7. **Staffing.** Identify specific individuals for this project, including:
 - a. The principal individual responsible for the project, with a statement that such individual will not be substituted without the express permission of the City.
 - b. project responsibilities for each staff member,
 - c. their specific experience related to the responsibilities for this Project,
 - d. estimated level of effort (person day) and
 - e. personal resumes, including for any subcontractors proposed as part of the project team.
8. **Past Projects.** Provide a list of similar projects completed by the Consultant within the last 5 years.
9. **References.** Identify 3 references (name, address and phone number) for recent similar consulting projects.
10. **Acknowledgements.**
 - i. Acknowledgement of any addendums published during this procurement action.
 - ii. Signed Drug-Free Workplace Certification (see Appendix B)

2. Instructions for 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 e-mailed to Kyle Kelly, at KKelly@sumtersc.gov no later than **2:00pm EST on Monday, January 27, 2024**. All such interpretations and any supplemental instructions will be issued in the form of written addenda to the Request for Proposals. The City will not respond to questions submitted after this deadline.

3. Proposal Deadline

Proposals are due no later than **2:00pm EST on Thursday, February 13, 2024**.

4. Instructions for Submitting a Proposal

Vendors may access the electronic version of this RFP by visiting the following URL:

<https://www.sumtersc.gov/departments/purchasing/rfp-rfq>

Proposals must be submitted **electronically**. Vendors must upload proposals by visiting the following URL: <https://www.sumtersc.gov/departments/purchasing/rfp-rfq>

Vendors must complete the online submission form and upload all related documents. Prior to clicking “submit”, Vendors are responsible for ensuring that all documents intended to be submitted have been uploaded to the website. Incomplete submissions will not be considered. The City undertakes no obligation to notify Vendors that a submission is incomplete. Vendors may e-mail the City RFP contact to confirm that a submission with attachments exists. The City is under no obligation to reply nor does lack of a reply lessen Vendor’s responsibility to submit a complete proposal. The City cannot confirm and will not open attachments to confirm completeness of proposal until the official opening. In the case of multiple submittals by a single Vendor, the last submittal by timestamp will be considered the final valid submittal of Proposer.

5. Ownership of Proposal Documentation

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

6. Confidential Information

All inquiries or correspondence relating to or about 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 proposer will not be disclosed if the Vendor visibly marks each part of the proposal which proposer considers to be confidential or proprietary information with the word “Confidential” or “Proprietary Information”.

F. Selection Process

1. Acceptance / 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 proposers. The City is not obligated to enter into any agreement 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.

The evaluation committee shall consist of City, County, and/or MPO employees or board members. They will review each submittal based upon the criteria listed herein. The written evaluation will produce a list of the top-rated proposals that will be selected for possible interviews (short list). Vendors may or may not be interviewed and the City reserves the right to conduct interviews at its sole discretion. Oral interviews, if necessary, will be conducted to make a final decision. Short-listed Vendors (if any) will be contacted via telephone or e-mail by the City to schedule an interview date and time. Vendors should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend a scheduled interview may not be given a score which could jeopardize the firm's competitiveness. If awarded the project, all interview statements will become part of the final Agreement.

2. Selection / Award Criteria

The award will be made to the highest ranked, responsive, and responsible Vendor whose offer is determined to be the most advantageous to the City. The award may be made by individual categories and/ or complete lot(s).

Vendors must be responsive to the requirements stated herein.

As noted, the City may request an interview phase. Scoring for interviews, should they be used, will be on a separate scale (in addition to the 100-point proposal review scale included as *Appendix A* of this solicitation). The City reserves the right to hold interviews in addition to proposal document review to select a top-ranked firm if it is determined to be needed.

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

The RFP does not commit the City to pay for direct or indirect costs. Any costs associated with RFP preparation, pre-bid conferences, selection interviews, and any other consultant activity prior to award of the Agreement shall be at the proposer's expense.

G. General Information and Instructions

1. **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 proposer 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.

2. **Contract (Agreement)**

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

A non-exhaustive list of proposed terms and conditions are included (see "*General Conditions*"). All Vendors should thoroughly review prior to submitting a proposal. Any proposed revisions to the terms or language must be submitted in writing with the Vendor's response to the Request for Proposals within the Cover Letter. The certification contained herein shall be signed by an officer of the proposer having authority to execute the Agreement.

3. **Contract Documents & Order of Precedents:**

Any contract resulting from this solicitation shall consist of the following documents:

- (1) Record of Negotiations, if any, executed by you and the Procurement Officer,
- (2) the solicitation, as amended
- (3) documentation of clarifications or discussions of an offer, if applicable,
- (4) your offer,
- (5) any statement reflecting the City's final acceptance (a/k/a "award"), and
- (6) purchase orders.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation,

- (i) a purchase order or other instrument submitted by the City,
- (ii) any invoice or other document submitted by Contractor, or
- (iii) any privacy policy, terms of use, or end user agreement.

4. **Confidentiality**

Unless otherwise required by law, and until the public opening of the proposals, all information, materials, and other documents submitted by a proposer 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 proposer will not be disclosed if the proposer visibly marks each part of the proposal that the proposer considers confidential, financial, or proprietary information with either "Confidential" or "Proprietary Information".

5. **Proposer's Duty to Inspect, Advise, and Declare All Costs**

Each proposer shall become fully acquainted with the requirements and the scope of the services to be provided. Proposers have a duty to request any information from the City as they deem necessary to prepare the RFP. No change order will be granted nor will additional compensation be permitted if based

upon information that the proposer knew, or should have known, as part of the proposer's duty to become acquainted with the City's circumstances and requirements.

6. 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 thereafter will be considered.

7. Cancellation of Proposals

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

8. Ambiguous Proposals

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

9. Conflict of Interest

Proposers must describe, in the electronic proposal, all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the proposer's judgment or quality of services provided hereunder. Such notification shall identify the prospective business association, interest, or circumstance; the nature of work that such a person may undertake; and a request for 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. By submitting a proposal, the proposer certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict except as described in the proposal.

10. 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 finds reason to believe that collusion exists among proposers, all proposals from the suspected firms will be rejected. "Related parties" means proposer or the principals thereof, which have a direct or indirect ownership or profit-sharing interest in another proposer.

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

By responding to this RFP, proposers 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 acknowledge that this would constitute an illegal action.

H. Protest Procedures

1. Right to protest. If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in *SC Code Section 11-35-4210*. To protest the solicitation or an amendment, your written protest must be received within 15 days of the date the applicable solicitation document is issued.
 - (a) To protest an award,
 - (i) written notice of your intent to protest must be received within 7 days of the date the award notice is posted, and
 - (ii) your actual written protest must be received within 15 days of the date the award notice is posted. Time periods are computed in accordance with *SC Code Section 11-35-310(13)* and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO."
 - (b) Pursuant to *SC Code Section 11-35-410*, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to Tony Butts, tbutts@sumtersc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal.
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 proposer or subcontractor, actual or prospective, concerning the solicitation or award of the Agreement. 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 rendered under Part 3 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 Part 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 agreement unless fraudulent.

General Conditions

The following terms and conditions shall be included in the Agreement.

Access to Records - Retention Period. The Vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Vendor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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

Assignability/Subcontracting - The Vendor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Vendor shall be as fully responsible to the City for the acts and omission of its subcontractors, as it is for the acts and omissions of persons directly employed by the Vendor. The Vendor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder.

Breach/Waiver - The failure of either the Vendor or the City to insist upon the strict performance of any provision of the 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 the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

Commencement of Services - The Vendor shall meet with the appropriate City staff members to commence the project at such date after the Notice to Proceed has been issued.

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

Equal Employment Opportunity (EEOC) - During the performance of this Agreement, the Vendor agrees as follows:

1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor will post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

Findings Confidential - All reports, information, data, records, or documents of any kind, prepared or assembled by the Vendor under the Agreement are confidential and the Vendor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

Independent Contractor - Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall remain an independent

consultant with respect to the services to be performed under the agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

Interest of Vendor - The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Sumter. The Vendor will further covenant that in the performance of the Agreement no person having such interest shall be employed. The Vendor is expected to make its services available to other entities but will agree to refrain from representing other entities in matters in which the position of the City conflicts with that of the other entity. The Vendor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Agreement.

Notice

1. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to:
City of Sumter
Attn: City Manager
21 N. Main Street, 4th Floor
Sumter, SC 29150
2. Written notice to the Vendor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

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

Ownership of Project Documents - All data, documents, or other information of any description generated by or used by the Vendor or any subcontractor retained by the Vendor and related to the services required by the Agreement shall be the property of the City and shall not be used by the Vendor for any purpose whatsoever except to perform the services required by the Agreement.

Remedies - The Vendor shall be entitled only to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Vendor be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Vendor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

Severability - If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

State Law Applicable - The Agreement shall be construed in accordance with federal, state, local laws, ordinances, and codes in performing the work provided under the Agreement. The Vendor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Sumter County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney's fees and the Vendor agrees to pay such fees as awarded by the Court or other body.

Successorship - The agreement shall be binding upon the Vendor and upon its successors and assignees.

Termination of Agreement - The City may terminate the Agreement at any time upon any of the following grounds:

1. Non-Appropriation. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget.
2. Termination of Agreement for Cause. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner any obligation under the Agreement, or if the Vendor shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys, and reports prepared under the Agreement shall become the property of the City.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Vendor and the City may withhold any payments to the Vendor until such time as the exact amount of damages due to the City from the Vendor is determined.

3. Termination for Convenience of the City. The City may terminate the Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 7 days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in "Access to Records" herein shall, at the option of the City, become its property.

The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause.

4. Force Majeure.
5. Upon expiration of the term of this Agreement.
6. By mutual agreement.

Whole Agreement - The Agreement represents the entire Agreement between the City and the Vendor and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Only written Amendments signed by both the City and the Vendor may amend the Agreement.

Miscellaneous

1. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the City and the Vendor.
2. In the event there are any disagreements between the City and the Vendor about any of the requirements, specifications, or interpretation of the Agreement, the Vendor agrees to defer to the reasonable interpretations of the City as from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.

Appendix A:

Vendor Evaluation Form City of Sumter, South Carolina		
Project Description: Sumter SS4A Safety Action Plan		
Project Location: Sumter, SC		
Evaluation Criteria	Value	Score
A. Qualifications and Previous Experience <ol style="list-style-type: none"> 1. Demonstrated recent experience reflecting the type of work, quality of work and ability to complete work within budget and schedule. 2. Composition and expertise of the consultant team, including specific individuals who will perform work and the time spent by each. 	1 – 20	_____
B. Understanding and Proposed Approach <ol style="list-style-type: none"> 1. Understanding of Scope of Work 2. Demonstrated successful experience and skill working with local government staff, elected officials, and community groups. 	1 – 25	_____
C. Responsiveness <ol style="list-style-type: none"> 1. Completeness and general quality of the written submittal (organization, format, understandability, soundness of methodology) 	1 – 20	_____
D. References <ol style="list-style-type: none"> 1. References from other clients attesting to firm’s quality 	1 – 10	_____
E. Cost Proposal <ol style="list-style-type: none"> 2. Evaluation based on proposed fee schedule 	1 - 20	_____
F. DBE Participation <ol style="list-style-type: none"> 3. Evaluation based on the participation of certified Disadvantaged Business Enterprises (DBE) 	0 - 5	_____
TOTAL SCORE		0 - 100 _____

Appendix B

THE DRUG-FREE WORKPLACE ACT

S.C. Code Ann. §§44-107-10 through -90 (1990)

As provided by S.C. Code Ann. §44-107-30, no person (a partner, corporation organized or united for a business purpose, or a governmental agency) may receive a contract or grant "...for the procurement of any goods, construction, or services for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the person has certified to the agency that it will provide a drug-free workplace as set forth in the "Certification Statement for Person" set forth below.

S.C. Code Ann. §44-107-40 provides that no individual may receive a contract or grant "...for a stated or estimated value of fifty thousand dollars or more..." from a state agency unless the contract or grant includes the "Certification Statement for Individual" set forth below. Please check the box beside the certification statement that applies to you and sign and date this form.

I hereby certify to the South Carolina Department of Transportation that I will provide a drug-free workplace.

I hereby certify that I will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

COMPANY NAME & ADDRESS

Authorized Signature

Date