



RFP #02-25/26

REQUEST FOR PROPOSALS
Palmetto Park Greenway Connector Feasibility Study

RFP Issuance Date:

Monday, September 8, 2025

Submission Deadline:

Thursday, October 9, 2025 at 2:00 PM EST

Submit Proposals To:

City of Sumter

Attn: Purchasing Department

Palmetto Park Greenway Connector Feasibility Study

21 North Main Street / PO Box 1449

Sumter, SC 29150

Deadline to Request additional information and submit Questions:

Friday, September 19, 2025 at 2:00 PM EST

All questions will be posted & answered on the City's website

by **Tuesday, September 23, 2025 at 5:00 PM EST**

Questions should be directed by email only to:

Kyle Kelly

KKelly@sumtersc.gov

On behalf of the SUATS MPO, 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, October 9, 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. 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 1 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 contacts made with the Mayor, other members of City Council, the City Manager, or other City 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 **"Palmetto Park Greenway Connector Feasibility Study"** 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 **Friday, September 19, 2025**. The City will not respond to questions submitted after this deadline.

All questions will be posted and answered on the City's website by **Tuesday, September 23, 2025** at 5:00 PM EST.

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

B. Introduction

The City of Sumter, on behalf of the Sumter Area Transportation Study Metropolitan Planning Organization (SUATS MPO), seeks a well-qualified consultant to complete a Feasibility Study and Conceptual Engineering Plan for a proposed bicycle and pedestrian greenway and/or sidepath connector between Plowden Pond on the Shot Pouch Greenway and Palmetto Park / Sumter Tennis Center. An area map is included as *Exhibit A* of this solicitation.

SUATS values the benefits that greenways bring to the area's transportation network. This project is part of the SUATS MPO's implementation of transportation planning objectives utilizing federal-aid funds.

The Palmetto Park Connector Feasibility Study and Conceptual Engineering Plan must address existing conditions, particularly issues with flooding and soil conditions; wetland impacts; potential opportunities and barriers; future trail alignment alternatives (with different options as necessary); alternatives for crossing North Guignard Drive (US-521); identification of properties along the alignments; cost estimates for construction of the different alignments; and funding options and available grants.

The project area extends from the Shot Pouch Greenway and Plowden Pond Loop Trail intersection adjacent to Miller Road to the parking lot next to the Sumter Tennis Center at the intersection of University Drive and Theatre Drive, covering approximately 1 mile. The planning area includes the main campuses of Central Carolina Technical College (CCTC) and USC-Sumter, and Palmetto Park, and extends from Miller Road in the south to Powder Horn Branch and Theatre Drive in the north.

SUATS' goal for this project is to evaluate and determine feasible alignments of a greenway connector between the Shot Pouch Greenway and Palmetto Park / Sumter Tennis Center and provide conceptual engineering plans for the design of a multi-use path that connects multiple City of Sumter recreational assets along with two college campuses. The intent of the connector is to improve transportation options in the City and encourage walking, jogging, biking, and other outdoor activities.

All recommendations must be informed by a thorough analysis of current demographics, an inventory of existing physical conditions, and current regulations and policies that could affect construction; and public input.

Specific objectives of the project are:

- Provide potential multi-use path alignments that connect the Shot Pouch Greenway and Palmetto Park / Sumter Tennis Center, and provide connections for CCTC and USC-Sumter;
- Demonstrate the engineering feasibility of the alignments;
- Provide recommended alternatives for the safe crossing of North Guignard Drive (US-521);
- Identify anticipated Right-of-Way impacts on parcels abutting the alignments;
- Identify significant impacts associated with flooding, wetlands, and/or soil conditions;
- Provide cost estimates to help inform SUATS of the future costs for implementing the project.

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 agreement based on a reduced scope of services. Vendors must agree to accept a reduced scope of services if required by the City.

The **Palmetto Park Connector Feasibility Study and Conceptual Engineering Plan** will include the following elements:

1. **Review of Local Policies and Planning Documents:** A review of the SUATS 2050 Long Range Transportation Plan, Sumter City-County 2040 Comprehensive Plan, Shot Pouch Greenway Master Plan, Sumter's 2023 Walk + Bike Master Plan, and other local policies, plans, and documents applicable to walking and biking infrastructure.
2. **Community Outreach:** The Consultant will develop a Community Engagement Plan (CEP) at the onset of the Plan effort to inform the public, build support, and receive feedback and concerns on different connector alignment options and the North Guignard Drive crossing alternatives. The CEP will define the goals and objectives of the community engagement effort, identify key stakeholders, and discuss the community engagement techniques and materials that will be used such as social media, newsletters, fact sheets, surveys, public input events, and graphical displays. Based upon the Plan milestones, a community engagement matrix will be developed to address methods proposed for the distribution of information. The matrix will help guide and focus the various stages of the outreach effort.
3. **Steering Committee:** Identify and convene an advisory group to provide periodic input during the project, including City officials, CCTC and USC-Sumter representatives, community organization representatives, residents, and other key stakeholders.
4. **Demographic, Cultural, and Environmental Analysis:**
 - a. Demographic analysis should include data on population, age, race, sex, income, occupation, housing, vehicle ownership, and any other demographic factors influencing bicycle and pedestrian planning in the study area.
 - b. Cultural analysis should include points of interest, historical sites, landmarks, and registered districts, school locations, church locations, identified economic development districts, affordable housing districts, etc.
 - c. Environmental analysis should include topography, hydrology, wetlands and floodplain locations, soil conditions, natural areas, threatened and endangered species, and right-of-way information.
 - d. Results should be represented in easily decipherable maps, graphs, charts, and/or tables.
5. **Physical Feature Data Collection and Analysis:** While much geographic data shall be made available to the selected Consultant, to facilitate preparation of a Base Plan to be used during the Conceptual Engineering Design task, it is anticipated that additional on-ground topographic survey and geotechnical engineering will be required to:
 - a) assess the accuracy of this data,
 - b) supplement it for completeness, and

- c) provide sufficient topographic information to accurately assess the feasibility of proposed conceptual design alternatives.

The Consultant shall also gather information from public utilities and private service providers to determine the location of their facilities within the study area and any potential utility-related impacts on the project.

6. **Base Plan Development:** Data gathered shall be utilized to create a Base Plan to be used in the development of Conceptual Engineering Design Alternatives and Plan. The Base Plan shall be a detailed depiction of existing conditions and features in the study area including but not limited to:
 - o Right-of-way boundaries
 - o Existing pedestrian and bicycle facilities to include sidewalks
 - o Pedestrian crossings and signals
 - o Driveways
 - o Traffic signal locations
 - o Traffic signage
 - o Schools, churches, goods, and services
 - o Recreational facilities
 - o Locations of, and logs for, all soil borings
 - o Location of existing utilities (overhead and underground) including sanitary sewers, stormwater pipes and ditches, water mains, gas and electric mains, light poles, etc. as well as related appurtenances such as manholes, catch basins, and fire hydrants; it is not necessary to show utility depths or provide any profile plans for same
 - o Location of wetlands and/or floodplains
 - o Natural and/or scenic areas
 - o Topographic contours at a minimum of 2-foot contour intervals (to be supplemented by spot elevations where deemed necessary by Consultant to adequately prepare Conceptual Engineering Design Plans)
 - o Existing buildings, parking lots, and other similar improvements which might potentially be impacted by proposed improvements
 - o Pavement (including geometrics and lane markings)
 - o Ongoing or planned construction at either college campus or Palmetto Park

7. **Alternative Conceptual Plan Development:** It is anticipated that the Palmetto Park Connector is to be implemented utilizing funds from a variety of funding sources. Recognizing Federal, State, and local resources may ultimately be used to implement the Plan, all efforts must be consistent with requirements of the potential funding agencies. Possible utilization of federal funds requires that this work be planned and designed consistent with the requirements for use of such funding.

Consultant shall prepare one no-build and at least 3 Alternative Conceptual Plan options for the Palmetto Park Connector (see detail below). The conceptual plans are to be developed considering future conditions through the year 2040. The conceptual plans should provide varied alignment / routing options for the Palmetto Park Connector.

Conceptual plan alternatives are to be formulated by the consultant and agreed to for analysis by the Project Manager.

8. Opportunities and Barriers Analysis:

- a. The Opportunities and Barriers analysis should address issues that can be considered opportunities that each different connector alignment option can provide if constructed. Examples of opportunities can include connectivity to points of interest, economic development potential or benefits, and number of citizens within a walkable or rideable distance to the greenway connector.
- b. This section should address barriers that could make the implementation of an alignment alternative option difficult or infeasible to achieve.
- c. Special attention should be given to investigating potential impacts on, or issues with, property owners for each alignment option.
- d. Analysis of constructability including potential permitting challenges with regulatory agencies, particularly the U.S. Army Corps of Engineers and SCDOT, and issues associated with the floodplain and soil conditions.

9. Development of Estimates of Probable Cost: Consultant shall prepare conceptual level estimates of probable cost for all the alternatives. This task is intended to be utilized as part of the cost-benefit component of the evaluation of the alternatives.

10. Final Summary Plan Report: A Final Summary Plan Report shall be prepared to synthesize the results of the work undertaken in preparation of this Plan and to provide the advantages and disadvantages of the conceptual plans / Palmetto Park Connector alignments. This document shall include at a minimum:

- a. Goals and objectives of the project
- b. A summary of the Base Plan
- c. An overview of the three conceptual plan alternatives
- d. Opportunities and Barriers Analysis Results
- e. Summary of community outreach results
- f. Conceptual level cost estimates for the three alternatives
- g. Implementation timeline for each alternative
- h. Consolidated overview of the advantages and disadvantages of each conceptual plan alternative
- i. Recommended facilities and amenities, with locations, to be included on the connector. Facilities and amenities should be consistent with those on the Shot Pouch Greenway. Facilities and amenities could include information kiosks, wayfinding signs, bike racks, bike fix-it stations, gates, barriers, trash cans, pet waste stations, benches, etc.

The Sumter City-County Planning Department will dedicate staff to provide assistance in collecting background documents and other information, coordinating and facilitating steering committee meetings, facilitating public input events, and otherwise supporting the project. Planning Department staff will play an active role in the development of the project and its recommendations through a series of staff-consultant meetings, in person and/or via telephone.

This project is funded in part 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 bicycle and pedestrian planning.
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 SUATS.
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 for each work element.
7. **Staffing.** Identify specific individuals for this project, including: a) their project responsibilities, (b) their specific experience related to the responsibilities for this Project, (c) estimated level of effort (person day) and (d) personal resumes. This shall include subcontractors, if any, proposed as part of the project team. Identify the Project Manager.
8. **Past Projects.** Provide a list of all similar projects completed by the Consultant within the last 5 years.
9. **References.** Identify 3 references (name, address, and phone number) for recent consulting projects (within the last 5 years) of similar complexity that demonstrate successful and reliable experience.
10. **Signed Certifications Required.**
 - i. Acknowledgement of any addendums published during this procurement action
 - ii. Signed Exhibit C – Drug Free Workplace Certification
 - iii. Signed Exhibit D – Certification, Government-Wide Debarment and Suspension
 - iv. Signed Exhibit E - No SCDOT Commissioner Interest or Recent SCDOT Employee Interest
 - v. Signed Exhibit F – RFP Acknowledgement Form

In addition to the information required in the Evaluation Form, Vendors should provide the following information:

1. Vendor's Organization, Management, and General Qualifications. The principal individual responsible for the project should be identified and a statement presented that such individual will not be substituted without the express permission of the City. Include a statement referencing any and all claims for malpractice or defective performance that have been asserted against the Vendor in the past 5 years.

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 **Friday, September 19, 2025**. 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, October 9, 2025**.

4. Instructions for Submitting a Proposal

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”.

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 employees. 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 *Exhibit B* 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.

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, and
- (5) any statement reflecting the City’s final acceptance (a/k/a “award”)

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 the word “Confidential.”

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

Each proposer shall become fully acquainted with the City's 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 being 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. Any actual or prospective proposer or subcontractor who is aggrieved in connection with the solicitation or award of the Agreement may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within 5 days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 calendar days of notification of the award of the Agreement.
 - (a) To protest an award,
 - (i) written notice of your intent to protest must be received within 7 Business 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.
 - (c) PROTEST - CPO - MMO ADDRESS (MAR 2024): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, or (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
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 calendar 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 calendar 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.

- a. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (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.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

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.

Changes to Federal Requirements - Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

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.

Debarment and Suspension

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Disadvantaged Business Enterprise (DBE) - It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted

contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

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.

Energy Conservation – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)

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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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.

Prohibition on Certain Telecommunications Equipment -

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

Patent Rights and Rights in Data

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data

developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Prompt Payment - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

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 –

Termination for Convenience (General Provision)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such

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.

No Government Obligation to Third Parties -The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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.

Exhibit A:
Project Area Map



Exhibit B:

Vendor Evaluation Form City of Sumter, South Carolina

Vendor Name:		Panel Member #:	
Project Description: RFP #02-25/26: SUATS Palmetto Park Greenway Connector Feasibility Study			
Project Location: SUATS MPO, Sumter, SC			
Evaluation Criteria		Value	Score
A. Qualifications and Experience 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 – 30	_____
B. Understanding and Proposed Approach 1. Understanding of Scope of Work. 2. Demonstrated successful experience and skill working with local government staff, elected officials, community groups and SCDOT.		1 – 30	_____
C. Responsiveness 1. Completeness and general quality of the written submittal (organization, format, understandability, soundness of methodology).		1 – 20	_____
D. References 1. Past record and performance. 2. Number and size of similar projects completed in past five (5) years. 3. Claims for malpractice or defective performance that have been asserted against the Vendor within the past five (5) years.		1 – 20	_____
Total Score		0 – 100	_____

Exhibit C

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

Exhibit D

CERTIFICATION **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** **(Non-Procurement)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project, or
- f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify

compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date ____/____/____

Name and Title of Contractor's Authorized Official: _____

Exhibit E

CERTIFICATION

NO SCDOT COMMISSIONER INTEREST OR RECENT SCDOT EMPLOYEE INTEREST

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance with *Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended)*:
 - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member's term of appointment and for one year after the termination of the appointment.
 - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member's term of appointment and for one year after the termination of the appointment.
2. In accordance with *SCDOT Departmental Directive 45(a)* regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee who served in a management level position or above, may work on or invoice for services performed on this project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-Level Engineers, Program Managers, Assistant Program Managers, and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub- consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

CONTRACTOR/CONSULTANT

By : _____
(Signature)

Print Name: _____

Date: _____

Its: _____

Exhibit F

RFP ACKNOWLEDGEMENT FORM

Terms & Conditions

Check the boxes below and sign this form to acknowledge and agree to the following terms. Include this form with your submission materials.

Acknowledgment of Non-binding Procurement Process

☐The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City of Sumter and the selected proponent have executed a written contract.

Acknowledgment of State and Federal Policies and Regulations

☐The proponent acknowledges that they will comply with all applicable State and Federal policies and regulations in the execution of the project if awarded a contract.

Ability to Provide Deliverables

☐The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the fees proposed, and has provided a list of any subcontractors to be used to complete the proposed contract.

Non-binding Price Estimates

☐The proponent has submitted its proposed fees in accordance with the instructions in the RFP and Terms and Conditions of the RFP Process. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

☐The proponent declares that there is no actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees no actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Disclosure of Information

☐The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Acknowledgement

☐As an authorized representative, I confirm that I have read and understood the terms and conditions and I have met the submission requirements of the RFP.

Signature of Proponent Representative

Name and Title of Proponent Representative

Date _____