COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilwoman Jackson

2. Approval of Minutes:

   March 9, 2021

3. Bids and Purchases

4. Resiliency and Sustainability: Approval to submit the 2022 SC DHEC Solid Waste Reduction and Recycling grant application in the amount of $15,000 to support a pilot program for food waste composting and associated outreach and education. The grant application is due on April 2, 2021. No City match is required.

5. Fire Department: Approval to submit the 2021 State Homeland Security grant in the amount of $90,000 for Charleston FD Collapse Search and Rescue Team. There is no financial impact with this grant in the FY21 or 22 Budget. No City match is required.

6. Police Department: Approval of an application for personnel, equipment, and data analysis software to establish a regional Gang Task Force. This project requires a 10% City match of $62,333. This application is due on March 26, 2021.

7. Police Department: Approval of an application for an Elder Advocate and Resource Specialist for the CPD Victim Services Unit under the Victims of Crime Act Grant Program. This project requires a 43% City match of $51,442.45. This application is due on April 1, 2021.

8. Housing and Community Development: Approval to submit the Application for Federal Assistance (SF 424 Forms) and the corresponding documents to the Department of Housing and Urban Development (HUD) for the 2021-2022 program years. Attached is the 424 Forms, HUD certification forms and the budget. This request has been coordinated with the Community Development Advisory Committee and the Community Development (CD) Committee of City Council. The CD Committee gave final approval to the HOPWA, HOME and CDBG budgets Thursday, March 11, 2021. Approval is also requested for the execution of contracts for each organization based on the approved budgets/awards. The contracts will be reviewed and vetted by City of Charleston Corporation Counsel prior to the dissemination of the contracts to the nonprofit agencies. Contract templates are also attached for your information.

9. Housing and Community Development: Approval of a contract between S&ME Inc., and the City of Charleston is requested.
Charleston and for environmental, soil removal and disposal services related to the Voluntary Cleanup Contract for the City of Charleston’s housing parcel, near the Lowcountry Lowline. The contract amount is $85,390 and will be borne by the Fee-in-Lieu or the 2019 Community Development Block Grant Acquisition account.

10. Legal Department: Approval or Agreement between the City of Charleston and Gotcha Mobile Holdings, LLC amending the current agreement regarding the operation of a Bike Share Program to allow for a new contractor which purchased substantially all of the assets of the Gotcha Group to fulfill duties and obligations of the current agreement.

11. Office of Cultural Affairs: Approval to apply for a grant in the amount of $35,000 from the Coastal Community Foundation to support temporary public art as an extension of the MOJA Arts Festival in 2021 and 2022. There is no City match.

12. Stormwater Management: Approval of Barberry Woods Fee Amendment #2 with W.K. Dickson & Co., Inc., in the amount of $29,080 for project administration, plat map production, property acquisition negotiation, and testimony effort services. Approval of Fee Amendment #2 will add 30 days to the contract. Approval of Fee Amendment #2 will increase the professional services contract by $29,080 (from $690,815 to $719,895). Funding for this project is the Drainage Fund.

13. An ordinance to amend Article VIII of Chapter 30 of the Code of the City of Charleston to establish a new procedure for creating non-standard service districts within the City of Charleston and to amend the Electrical Franchise Agreement with Dominion Energy South Carolina, Inc., formerly known as South Carolina Electric & Gas Company, to provide for an additional method for funding non-standard services. (Also to be considered by the Committee on Public Works and Utilities)

14. The Committee on Real Estate (Meeting was held on Monday, March 22, 2021 at 2:30 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. Request that the City Council authorize the Mayor to execute the necessary documents for the re-purchase of 52 Kennedy Street from Martay, LLC, a South Carolina Limited Liability Company, for $100,000. The property will be utilized for its original purpose-affordable homeownership opportunities for persons whose income does not exceed 120 percent of the Area Median Income. The property is owned by Martay, LLC. TMS NO. 460-07-04-106.

b. A Resolution authorizing the City of Charleston to accept a permanent drainage easement, temporary construction easements, and subsurface tunnel easements encumbering properties owned and controlled by the Medical University of South Carolina, designated as Charleston County TMS Nos. 4601104027, 4601501017, and 4601501027 upon approval of the final form of the easement by the City’s Director of Stormwater Management and Corporation Counsel.

c. Authorization for the Mayor to accept an easement on behalf of the City of Charleston for the purpose of a future multi-use path to be constructed by Charleston County TMS No. 318-00-00-098, more specifically described by the attached plat. (2901 Maybank Highway, Johns Island)
d. Consider the following annexations:

(i) 738 Saint Andrews Blvd. (0.26 acre) (TMS No. 418-15-00-081), West Ashley, Charleston County (District 3). The property is owned by Robert A. Limehouse, IV.

(ii) 1908 2nd Drive (0.20 acre) (TMS No. 350-05-00-006), West Ashley, Charleston County (District 7). The property is owned by John H. and John J. Tecklenburg.

e. Executive Session in accordance with Section 30-4-70(a)(2) of the South Carolina Code, to discuss the City's acquisition of temporary construction easements and permanent drainage easements necessary for the completion of Phase 2 of the Forest Acres drainage improvement project through Charleston County TMS Nos. 3500400032, 3500400035, and 4180100328, by negotiation and/or eminent domain. After returning from executive session, the committee may or may not take action recommending the City be authorized to acquire temporary construction easements and/or permanent drainage easements through TMS Nos. 3500400002, 3500400032, 3500400035, and/or 4180100328 by negotiation and/or eminent domain.

f. Executive Session in accordance with Section 30-4-70(a)(2) of the South Carolina Code to receive legal advice about pending contractual negotiations with respect to the proposed ordinance authorizing the Mayor to execute, on behalf of the City of Charleston, a memorandum of agreement with Palmetto Railways, the South Carolina Department of Commerce, and the South Carolina State Ports Authority regarding the Navy Base Intermodal Facility (NBIF) project in Charleston County, South Carolina, under which the City will accept $11.5 million for (1) the City’s conveyance of certain real property, being a portion of Charleston County TMS No. 464-02-00-051, commonly known as the WR Grace site, through separate purchase agreement; and (2) mitigation of existing and future impacts related to the construction and operation of the NBIF, including but not limited to freight rail movement in the vicinity of the southern access component of the NBIF. Upon returning from executive session, the Committee may vote on whether or not to recommend that City Council give final reading to the ordinance.

g. Executive Session in accordance with 30-4-70(a)(2) of the South Carolina Code, to receive legal advice regarding the Charleston School of Law transaction. (Deferred for discussion at City Council)

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) interpretation or other accommodation please contact Janet Schumacher at (843) 577-1388 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben DeLuccci
DEPT. Public Service

SUBJECT: 2021 FORD F250 CREW CAB 4X4 TRUCK WITH 6.75' BED
REQUEST: Approval to purchase a 2021 Ford F250 Crew Cab 4x4 with 6.75' Bed
From Vic Bailey Ford, 501 East Daniel Morgan Ave., Spartanburg, SC
29304. SC Contract #4400022492

COMMITTEE OF COUNCIL: Ways & Means
DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel [ ] [ ] [ ]
Cap. Proj. Cmte. Chair [ ] [ ] [ ]
Public Service/Fleet [X] [ ] [ ]
Procurement Director [X] [ ] [ ]

Signature of Individual Contacted

[Signature]

Attachment

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following:

Dept./Div.: 193010
Account #: 58010

Balance in Account $25,000
Amount needed for this item $43,971.00

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NEED: Identify any critical time constraint(s).

CFO's Signature: Matthew Dep FCS for Amy Whip, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Account Codes: 062021-5810</th>
<th>Contract #: 4400022492</th>
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<tbody>
<tr>
<td>1</td>
<td>SC STATE CONTRACT PRICE:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>F250 Crew Cab 4x4 6.75' Bed</td>
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<tr>
<td></td>
<td>6.7L Diesel Engine</td>
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<tr>
<td></td>
<td>Tow Command Integrated Trailer Brake Controller</td>
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<tr>
<td></td>
<td>Max Trailer Tow Package</td>
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<tr>
<td></td>
<td>Privacy Glass</td>
<td></td>
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<tr>
<td></td>
<td>Vinyl 40/Mini-Console/40 Seats</td>
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<tr>
<td></td>
<td>4-Corner Flashing Strobe System (LED Lights)</td>
<td></td>
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<tr>
<td></td>
<td>Snow Plow Package</td>
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<tr>
<td></td>
<td>Roof Clearance Lights</td>
<td></td>
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<td></td>
<td>Skid Plate Package (4x4 Only)</td>
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<td>FOR</td>
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<tr>
<td></td>
<td>Stormwater Management</td>
<td></td>
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<tr>
<td></td>
<td>Exterior-White</td>
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<tr>
<td></td>
<td>Interior-dark Gray</td>
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<td></td>
<td>Contract #: 4400022492</td>
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<table>
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<tr>
<th></th>
<th>STATE TAX</th>
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<tbody>
<tr>
<td></td>
<td>$500.00</td>
<td>$43,971.00</td>
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Requestor/B. Dellucci  
Title/Fleet manager

Authorized Approval
PU-7: Flex Fuel, Crew Cab, 3/4 Ton Pickup, Approx 6.25ft. Body/Box, Single Rear Wheel, 4x2/4x4

<table>
<thead>
<tr>
<th>Contract Number:</th>
<th>4400022492</th>
<th>Contractor:</th>
<th>Vic Bailey Ford, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Contract Term:</td>
<td>11/1/2019</td>
<td>10/31/2020</td>
<td>Address:</td>
</tr>
<tr>
<td>Contract Rollover Dates:</td>
<td>11/1/2020</td>
<td>10/31/2021</td>
<td>Vendor #:</td>
</tr>
<tr>
<td>Order Cutoff Date:</td>
<td>TBD</td>
<td>Contact:</td>
<td>David Vetter</td>
</tr>
<tr>
<td>Model:</td>
<td>Ford F250 WZA</td>
<td>Email:</td>
<td><a href="mailto:dvetter@vicbaileyauto.com">dvetter@vicbaileyauto.com</a></td>
</tr>
<tr>
<td>Commodity Code:</td>
<td>07202</td>
<td>Telephone:</td>
<td>864-585-3600</td>
</tr>
<tr>
<td>Delivery Days ARO:</td>
<td>90</td>
<td>Fax:</td>
<td>864-594-6802</td>
</tr>
</tbody>
</table>

**BASE PRICE** $26,927.00

**Optional Additions**

- 4x4 Package (State Standard Spec): $3,316.00
- Auxiliary Power Connection (Standard State Spec): $160.00
- Auxiliary Power Outlet: Standard
- Bluetooth/Hand Free Calling: Standard
- From Short Bed to Long Bed (5ft): $194.00
- Positive Traction/Limited Slip Rearend: $391.00
- Privacy Glass (State Standard Spec): $91.00
- Bedliner - Spray-In: $450.00
- Winch-State Standard Spec: $2,162.00

**Optional Deductions**

- Power Locks & Windows to Manual: $970.00
- Deduct from All-terrain to All Season/Street Tires: $130.00

**Delivery Information**

- Vehicle Delivery Fee: $20.00
- Distance from Dealership to SFM Delivery Point: 10
- Delivery price per mile in excess of the miles above: $2.00

[Return to Index]
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellucci DENPT. Public Service
SUBJECT: 2021 JOHN DEERE 85G EXCAVATOR
REQUEST: Approval to purchase a 2021 John Deere 85G Excavator from Flint Equipment Company, 4500 Wendell Dr., SW, Atlanta, GA 30336
Sourcewell Contract #83922

COMMITTEE OF COUNCIL: Ways & Means DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel
Cap. Proj. Cmte. Chair
Public Service/Fleet
Procurement Director

Signature of Individual Contacted

Attachment

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following:
Dept./Div.: 193010 Account #: 58015
Balance in Account ▲ $105,500.00
Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes □ No □

NEED: Identity any critical time constraint(s).
Equipment is for stormwater

CFO's Signature: ____________________
FISCAL IMPACT: Funding for this purchase is coming from insurance proceeds and will be covered in a future stormwater budget amendment.

Mayor's Signature: ____________________

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
City of Charleston  
Vendor: FLINT EQUIPMENT COMPANY  
V#: 009131  
Address: 4500 WENDELL DR SW  
ALTANTA, GA 30336  

<table>
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<tr>
<th>Account Codes:</th>
<th>193010</th>
<th>Contract #:</th>
<th>sourcewil # 83922</th>
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<tbody>
<tr>
<td>1</td>
<td>JOHN DEERE 85G Excavator</td>
<td>$ 105,000.00</td>
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<tr>
<td></td>
<td>Warranty 5yr/3000hr</td>
<td>As per Qoute</td>
<td></td>
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<tr>
<td></td>
<td>sourcewil # 83922</td>
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FOR  
Stormwater  

<table>
<thead>
<tr>
<th>2</th>
<th>STATE TAX</th>
<th>$ 500.00</th>
</tr>
</thead>
</table>

TOTAL $ 105,500.00

Requestor/B. Dellucci  
Title/Fleet manager  

Authorized Approval
Prepared For:
CITY OF CHARLESTON

FLINT

Prepared By:  VITO CERVONE
Flint Equipment Company
136 Acres Drive
Ladson, SC  29456
Tel: 843-572-0400
Fax:  843-572-7746
Email: vcervone@flintequipco.com

Date: 12 January 2021
Offer Expires: 19 January 2021

Confidential
## Quote Summary

**Prepared For:**
CITY OF CHARLESTON  
2150 MILFORD ST  
CHARLESTON, SC 29405  
Business: 843-724-7367

**Prepared By:**
VITO CERVONE  
Flint Equipment Company  
136 Acres Drive  
Ladson, SC 29456  
Phone: 843-572-0400  
vccervone@flintequipco.com

**Quote Id:** 23470517  
**Created On:** 12 January 2021  
**Last Modified On:** 14 January 2021  
**Expiration Date:** 19 January 2021

### Equipment Summary

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
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<tbody>
<tr>
<td>JOHN DEERE 85G EXCAVATOR</td>
<td>$105,000.00</td>
<td>1</td>
<td>$105,000.00</td>
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<tr>
<td>John Deere Extended</td>
<td>$0.00</td>
<td>1</td>
<td>$0.00</td>
</tr>
<tr>
<td>Warranty-5yr/3000hr P+H</td>
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**Equipment Total**  $105,000.00

### Quote Summary

- **Equipment Total**  $105,000.00
- **SubTotal**  $105,000.00
- **Total**  $105,000.00
- **Down Payment** (0.00)
- **Rental Applied** (0.00)
- **Balance Due**  $105,000.00

---

**Salesperson:** X  

**Accepted By:** X
Selling Equipment

Quote Id: 23470517  Customer: CITY OF CHARLESTON

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>0081FF</td>
<td>85G EXCAVATOR</td>
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<th>Code</th>
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<tbody>
<tr>
<td>3265</td>
<td>Rubber Crawler Pads</td>
<td>1</td>
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<tr>
<td>7060</td>
<td>2.12 M (6 Ft. 11 In.) Arm Assembly with Bucket Cylinder and Linkage</td>
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Standard Options - Per Unit

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<th>Description</th>
<th>Qty</th>
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<td>Hyd Thumb</td>
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<tr>
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<td>Coupler</td>
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Dealer Attachments

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<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
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<tbody>
<tr>
<td></td>
<td>John Deere Extended Warranty - 5yr/3000hr P+H</td>
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Other Charges

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<th>Code</th>
<th>Description</th>
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<tbody>
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<td></td>
<td>Freight</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Setup</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Sourcewell / NPPGov Fee</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Install thumb and diverter valve</td>
<td>1</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: MDT SERVICES ANNUAL MAINTENANCE AND SUPPORT (POLICE DEPARTMENT)
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AND SUPPORT FOR POLICE MOBILE DATA TERMINAL (MDT) SERVICE FROM CHARLESTON COUNTY, SOLE SOURCE VENDOR, FOR CONSOLIDATED DISPATCH MOBILE CAD OPERATIONS.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Information Technology</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
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<tbody>
<tr>
<td>Procurement</td>
<td>X</td>
<td></td>
<td>[Signature]</td>
<td>X</td>
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</table>

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: IT Account #: 235000-52206
Balance in Account $426,805.23 Amount needed for this item $122,786.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☑

NOTES:

CFO's Signature: [Signature]
FISCAL IMPACT:

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: MDT Annual Support and Maintenance (Police Department)

REQUISITION NUMBER: PR211196

VENDOR: Charleston County

DATE: March 11, 2021

1. Please state the use for this/these product(s).

   Required annual maintenance and support for the Police Department's Mobile Data Terminals (MDT's) that are used for mobile access and dispatching from the Charleston County Consolidated Dispatch.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Charleston County is the managing partner and provider of the Consolidated Dispatch service and provides all licensing to local municipalities. This is a reimbursement payment to the County who directly pays the software vendor through their contract arrangement.

4. Have you evaluated comparable products within the last two years?

   ____YES  or  NO  ___X___

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   This is a required service under the Consolidated dispatch agreement with Charleston County.

   SIGNATURE  [Signature]  TITLE  CIO
Amy Fletcher  
Charleston County Consolidated 9-1-1 Center  
8500 Palmetto Commerce Parkway  
Main: 843-529-3700  Fax: 843-529-3737  
Afletcher@charlestoncounty.org

TO  Wes Ratterree  
City of Charleston Police Department  
2 George St., Suite 2800  
Charleston SC 29401  
843-805-3220

PAYMENT TERMS  DUE DATE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>LINE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please remit payment to Charleston County Consolidated 9-1-1 Center for MDT Services Rendered for the following period: FY21 January 1, 2021-December 31, 2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MDT Annual Support and Maint. - 329 Licenses</td>
<td>122,786.00</td>
<td>122,786.00</td>
</tr>
<tr>
<td>City of Charleston POLICE dept.</td>
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SUBTOTAL $  122,786.00

TOTAL $  122,786.00

Make all checks payable to Charleston County Consolidated 911 Center

WR

3-11-21
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department
SUBJECT: BODY WORN CAMERAS
REQUEST: Approval to establish a contract for Body Worn Cameras with Hypertec USA, Inc. (Hypertec Direct), 1753 East Broadway Road, Ste. 101-514, Tempe, AZ 85282. Solicitation #21-B003R
COMMITTEE OF COUNCIL: Ways & Means DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Police Department
Procurement Director

FUNDING: Was funding previously approved? Yes ☒ No N/A ☐
If yes, provide the following: Dept./Div.: 200000 Account #: 52036
Balance in Account 652,379 Amount needed for this item $170,000.00 OC

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]
FISCAL IMPACT:

Mayor's Signature: [Signature] John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
<table>
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<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
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<th>UNIT</th>
<th>TOTAL</th>
<th>SUB-TOTAL</th>
<th>Delivery/Shipping</th>
<th>State Tax 9%</th>
<th>TOTAL</th>
<th>COMMENTS:</th>
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<tbody>
<tr>
<td>400</td>
<td>Getac Body Worn Camera (BC-02)</td>
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<td>290.00</td>
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<td>0.00</td>
<td>13,182.93</td>
<td>159,659.93</td>
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</tbody>
</table>

**SUB-TOTAL:** 146,900.00 147,500.00 156,309.00 146,477.00

**Delivery/Shipping:** 100.00 0.00 0.00 0.00

**State Tax 9%:** 13,230.00 13,275.00 14,067.81 13,182.93

**TOTAL:** 160,230.00 160,775.00 170,376.81 159,659.93

**COMMENTS:**

**BUYER:**

**WITNESS:**
STATE OF SOUTH CAROLINA            )
                                       )
COUNTY OF CHARLESTON                )

AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND HYPERTEC USA, INC. (HYPERTEC DIRECT) FOR
BODY WORN CAMERAS

THIS AGREEMENT is entered into this _____ day of ______________, 20____
between the City of Charleston, a municipal corporation organized under the laws of the State of
South Carolina (hereinafter referred to as "the City"), and Hypertec USA, Inc. (Hypertec Direct)
(hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and
conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies
and equipment for the Body Worn Cameras in accordance with Solicitation #21-B003R.
All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be
incorporated herein:

Exhibit A: Solicitation #21-B003R (the “Request for Proposal”)
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor’s Proposal & Cost Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner
perform, with its own equipment and assets, and provide goods and/or services as
described in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling
its obligations as set forth in this Agreement. Unless modified in writing by the
parties hereto, the duties of the Contractor shall not be construed to exceed the
provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the goods and/or services as set forth and described in
Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and
specifically detailed in any Purchase/Work Orders, if any, as may be issued from
time-to-time by the City.

3. The Contractor hereby warrants and represents to the City that it possesses all
necessary licenses to perform the work as set forth in this Agreement, carries the
requisite insurance policies as set forth in Exhibit C, and is competent and able to
provide professional and high quality goods and/or services to the City in accordance
with this Agreement.
4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

5. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $170,000.00 (One Hundred Seventy Thousand Dollars and Zero Cents) be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Fax and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.
C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City’s Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City’s Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys’ fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City’s officers,
officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefor.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To: 
City of Charleston 
John J. Tecklenburg 
Mayor 
PO Box 304 
Charleston, SC 29402

To: 
Hypertec USA, Inc. (Hypertec Direct) 
Mike Marracino 
EVP 
1753 East Broadway Rd., Ste. 101-514 
Tempe, AZ 85282

With copies to:

City of Charleston 
Legal Department 
50 Broad Street 
Charleston, SC 29401

City of Charleston 
Procurement Division 
75 Calhoun Street, Suite 3500 
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City’s Procurement Director shall make all change orders to this Agreement in writing. The City shall not be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.
§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCRA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCRA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor’s failure to pay any tax of any type due in connection with this Agreement.

§23. NONDISCRIMINATION

The contractor, sub recipient 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 49CFR 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 the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

________________________________________________________________________

John J. Tecklenburg
Mayor
Date: __________________________

Name
Date: __________________________

WITNESSES FOR VENDOR:

________________________________________________________________________

Mike Marracino
EVP
Date: __________________________

Name
Date: __________________________
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<th>Bid Number: 21-B003R</th>
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<tr>
<td>Mailing Date: January 22, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
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<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
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<tr>
<td>Vendor Address:</td>
<td></td>
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<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Minority or Women Owned Business:</td>
<td></td>
</tr>
</tbody>
</table>

Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No

If so, please provide a copy of your certificate with your response.

Authorized Signature: __________________________ Title: __________________________

Date: __________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

**IMPORTANT**

1. This solicitation seeks proposals responding to the Specifications for a Body Worn Camera. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the “No Bid Response Form” to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 1:00pm on February 8, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
INSTRUCTIONS TO BIDDERS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder’s complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed “No Proposal” response form.

A “No Proposal” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor’s List.

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing must be legible. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straightforward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services.

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) Gratuities. It shall be unethical for any person to offer, give or agree to give any
   employee or former employee, or for any employee or former employee to solicit,
   demand, accept, or agree to accept from another person a gratuity or an offer of
   employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase
   request, influencing the content of any specification or procurement standard,
   rendering of advice, investigation, auditing, or in any other advisory capacity in
   any proceeding or application, request for ruling, determination, claim or
   controversy, or other particular matter pertaining to any program requirement or a
   contract or subcontract, or to any solicitation or proposal therefore.

   B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment
   to be made by or on behalf of a subcontractor under a contract to the prime
   contractor, or to hire any subcontractor or any person associated therewith, as an
   inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS
   Each Bidder by submitting a Proposal represents that:

   A) The Bidder has read and understands this Solicitation (including all Specifications
   and Attachments) and that its Proposal is made in accordance therewith.

   B) The Bidder has reviewed the Solicitation and has become familiar with the local
   conditions under which the Scope of Work is to be performed. The failure or
   omission of a Bidder to acquaint himself with existing conditions shall in no way
   relieve him of any obligation with respect to this proposal or any resulting
   contract.

   C) The Proposal is based on the terms, materials, services and obligations required
   by this Solicitation, without exception.

   D) The Bidder is qualified to provide the services and equipment required under this
   Solicitation and, if awarded the contract, shall do so in a professional, timely
   manner using successful Bidder’s best skills and attention.

   E) The Bidder is guaranteeing that all goods and services will meet the requirements
   of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
   It is the intent and purpose of the City of Charleston that this Solicitation permits
   competition. It shall be each Bidder’s responsibility to advise the City if any language,
   provision, or other requirement, or any combination thereof, inadvertently restricts or
   limits the satisfaction of the specifications stated in this Solicitation to a single source.
   Such notification must be submitted in writing, and must be received by the City of
   Charleston Procurement Division no later than the last date for written questions. Any
   such notification shall be reviewed by the City’s Procurement Director.
19. ADDENDA/CHANGES
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS
During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT
   A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

   B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

   C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

   D) The City may choose to award to more than one vendor if it is in the best interest of the City.

   E) Final approval may rest with members of the City Council for the City of Charleston.

   F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
   The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. **NOTICE TO PROCEED**
   A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.

25. **OTHER CONTRACTS**
   The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. **MODIFICATION**
   The City’s Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. **INDEPENDENT CONTRACTOR**
   Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. **INSURANCE REQUIREMENTS**
   Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the “Contractor”), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor’s insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage
amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. **INDEMNIFICATION**
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the “Contractor”) hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. **BIDDER’S QUALIFICATIONS**
The City reserves the right to request satisfactory evidence of any Bidder’s ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder’s ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor’s capabilities.

31. **ASSIGNMENT**
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. SUBCONTACTORS
A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK
The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION
A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. **MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS**

   A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

   B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

   C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**

   All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. **PERMITS AND LICENSES**

   A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

   B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. **DISPUTES**

   Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.
   
   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
   
   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
   
   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. **INCORPORATION BY REFERENCE**
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. **PRIME CONTRACTOR RESPONSIBILITIES**
   The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. **OWNERSHIP OF MATERIAL**
   Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. **DRUG-FREE WORKPLACE**
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. **FUNDING**
   Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's
right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. **SUBMITTING CONFIDENTIAL INFORMATION**
For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. **RECORDS RETENTION & RIGHT TO AUDIT**
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. **UNSUCCESSFUL BIDDERS**
Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. **PAYMENT FOR GOODS & SERVICES**
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. **DISCUSSION/NEGOTIATION:**
By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. **DEFAULT**
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. **FORCE MAJEURE**
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were
obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. **EXCEPTIONS AND DEVIATIONS**
   Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. **PROMPT PAYMENT DISCOUNT TERMS**
   Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
   The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
   Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
   The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
   Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
   All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**
   Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.

62. **AFFIRMATIVE ACTION**
   The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

65. **TERM**
   The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS’ COMPENSATION**: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

   Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

   Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

   The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
# NO BID RESPONSE FORM

<table>
<thead>
<tr>
<th>Bid Number: 21-B003R</th>
<th>Bids will be received until: February 24, 2021 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Title: Body Worn Cameras</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: January 22, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Minority or Women Owned Business:</td>
<td></td>
</tr>
<tr>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>If so, please provide a copy of your certificate with your response.</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must sent in if not sending in a submission.

To submit a “No Bid” response for this project, this form must be completed for your company to remain on our Bidder’s list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder’s list.

Please check statement(s) applicable to your “No Bid” response

☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
☐ Specifications are ambiguous (explain below).
☐ We are unable to meet specifications.
☐ Insufficient time to respond to the solicitation.
☐ Our schedule would not permit us to perform.
☐ We are unable to meet bond requirements.
☐ We are unable to meet insurance requirements.
☐ We do not offer this product or service.
☐ Remove us from your vendor list for this commodity/service.
☐ Other (specify below).

Comments:

__________________________________________________________________________

__________________________________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email Address

Telephone Number

Toll-Free Number (if available)

Fax Number

Remittance Address

Date

City, State, Zip

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes      ☐ No
If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me __________________________ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston’s Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City’s Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: ________________________________

CHARLESTON STREET ADDRESS: ________________________________

SIGNATURE: ________________________________ TITLE: __________

By: ________________________________
(Print Name)

Sworn to and subscribed before me at ___________________________.
State of ____________, this ______ day of ____________, 20__.

____________________ (SEAL)
Notary Public for ____________________________
My Commission Expires ____________
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordann@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


   AND

   ☐ Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   ☐ Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: __________________________________________________________

Signature ____________________________ Date ____________________________

Print Name ____________________________ Title ____________________________

Witness ____________________________
City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of ____________________________

(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

5. Attended any pre-solicitation meetings scheduled by the City.

6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: ___________ Name of Authorized Officer (Print/Type): ________________________________

Signature: ____________________________

Title: ________________________________
AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

I, ________________________________, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
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<td>Minority Firm Fax Number</td>
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<td>Minority Group Type</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ____________  Name of Authorized Officer (Print/Type): ____________________________
Sworn to before me this ____ day of ____________, 20___.
Notary Public for the State of ________________________________
My Commission Expires: ________________________________
Print Name: ________________________________
Phone Number: ________________________________
Address: ________________________________

Signature: ________________________________
Title: ________________________________
Notary Seal: ________________________________
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of ___________________________________________. I hereby certify that on the
(Name of Bidder) 
_________________________________________ Total Project Amount $______________________________
(Project Name)
I will make a good faith effort to expend a minimum of _______% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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Total MBE Participation: _______% $_______________

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I);
Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____________ Name of Authorized Officer (Print/Type):________________________________________

Signature:________________________________________ Title:________________________________________

Sworn to before me this ______ day of__________, 20____. Notary Public for the State of ____________________
My Commission Expires: ________________________________
Print Name:________________________________________ Phone Number: ________________________________
Address:________________________________________
AFFIDAVIT C
City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of ________________________________
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ________________________________
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_________ Name of Authorized Officer (Print/Type):______________________________

Signature:__________________________________________

Title:________________________________

Sworn to before me this ___ day of __________, 20_. Notary Seal:
Notary Public for the State of ____________________________
My Commission Expires: ________________________________
Print Name:________________________________________
Phone Number:______________________________________
Address:__________________________________________
References
Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

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General Information

The City of Charleston, South Carolina is soliciting vendors for the **Body Worn Cameras**. The Vendor should provide detailed information of product/service they are bidding.

**Procurement Process**

This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

**Questions**

Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. **The City Will Not Accept telephone calls or visits regarding this Solicitation.** All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. **Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on February 8, 2021.** No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

**Oral Statements**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

**Contractor Solely Responsible for Performance**

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City’s agent or employee.

**Disqualification of Bidders**

Bidders may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

**Suspension and Debarment**

The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable
to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

**Contract Negotiations**
The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

**Vendor’s Duty to Inspect and Advise and Declare All Costs**
Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

**Receipt of Bids**
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt *(February 24, 2021 @ 12:00pm)* of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

**Number of Bids to be Submitted**
Each Vendor must submit one (1) Original and one (1) digital copy (Flash Drive). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note “Original” on the original bid.

**Required Forms And Signature Pages**
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

**Bid Format**
Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder’s capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked “21-B003R Body Worn Cameras” and submitted in a sealed envelope.
b) Bids must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

c) Proposals must be received in the City’s Procurement Office no later than 12:00pm on February 24, 2021. Late proposals will not be accepted for any reason.

d) No more than one bid may be submitted by any Vendor.

e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences
Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality
The contents of this Solicitation shall not be discussed with anyone outside of the Bidder’s organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract
The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Basis for Award
The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder’s physical premises prior to award to satisfy questions regarding the Bidder’s capabilities.
**Body Worn Cameras**

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<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT $</th>
<th>TOTAL $</th>
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<tbody>
<tr>
<td>400</td>
<td>OVWX2MXXXXX1, Getac Body Worn Camera (BC-02) includes (64GB +, FHD/HD/WVGA+WiFi+GPS+BLE), 1 Year Warranty</td>
<td></td>
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<tr>
<td>400</td>
<td>GE-SVBWEXT1Y, Body Worn Camera (BC-02) - BC-02 Extended Warranty - Year 2 - Getac, Body Worn Device, Extended Warranty, 1, Year</td>
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<tr>
<td>100</td>
<td>ORB41X, Body Worn Camera dual side magnetic mount</td>
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<tr>
<td>100</td>
<td>ORB39X, Body Worn Camera (BC-02), magnetic quick release charging USB cable (3.94 ft)</td>
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**The vendor must be able to sell/provide the Getac products requested. No substitutions will be considered.**
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?  
   ___ Yes ___ No

2. Did you sign the Certificate of Familiarity form?  
   ___ Yes ___ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?  
   ___ Yes ___ No

4. Did you sign the applicable Affidavit?  
   ___ Yes ___ No

5. Did you mark your “Original” Bid and provide the required # of copies?  
   ___ Yes ___ No

6. Did you complete and include all pricing sheets?  
   ___ Yes ___ No

7. Did you include the required references?  
   ___ Yes ___ No

8. Did you provide a copy of insurance and all other documentation requested?  
   ___ Yes ___ No

9. Did you include and sign any addenda?  
   ___ Yes ___ No

10. Did you double check to make sure you have included everything that is requested?  
    ___ Yes ___ No

If you have any concerns, please do not wait until after opening to raise them. At that point, it
is too late. If this solicitation includes a pre-bid conference or a question & answer period,
raise your questions during this time. Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be
evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your
response.
ADDENDUM #1 Q&A

DATE: February 9, 2021
TO: All Bidders
FROM: Robin B. Robinson
RE: 21-B003R – Body Worn Cameras IFB

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 We are interested in bidding this project which has specified equipment to be Getac. We are a HubZone, Women and Minority owned business and would like to submit a bid; however, in the documents, there is a form to submit as a Charleston located business. Is this a requirement?

A-1 This form is not a requirement to submit a bid. It is a form that offers a local vendor to qualify for local vendor recognition per the requirements of the bid and the mentioned form.

If you have any questions, please feel free to call 843-724-7314. Thank you in advance for your cooperation.

__________________________________________  ________________________________
Signature of Acknowledgement                  Date

____________________________________________
Company Name
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property, which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.
G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, SC 29401
The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P) 843-724-7312 F) 843-720-3872  
www.charleston-sc.gov

Bid Number: 21-B003R  Bids will be received until: February 24, 2021 @ 12:00pm
Bid Title: Body Worn Cameras
Mailing Date: January 22, 2021  Direct Inquiries to: Robin B. Robinson
Vendor Name: HYPERTEC USA INC (HYPERTEC DIRECT)  FEIN/SS#: 98-0511786
Vendor Address: 1753 East Broadway Road, Ste 101-514
City – State – Zip: Tempe AZ 85282
Telephone Number: 866-787-0426  Fax Number: 480-626-9001

Minroity or Women Owned Business:
Are you a certified Minority or Women-Owned Business in the State of South Carolina?  □ Yes □ No

Authorized Signature:  __________________________  Title: MIKE MARRACINO, EVP
Date: 02/22/2021  

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Specifications for a **Body Worn Camera**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

2. **Bidder may mail, or hand-deliver response to the Procurement Division.** Bids delivered to any other location will not be accepted. **Do Not Fax** in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 1:00pm on February 8, 2021. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
INSTRUCTIONS TO BIDDERS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401. Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Bidder’s complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed “No Proposal” response form.

A “No Proposal” qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor’s List.

All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Bidders must clearly mark as “Confidential” each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to –165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing must be legible. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Bidder’s ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Bidder selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Bidder if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder’s ability to provide said services.

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS:

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS

Each Bidder by submitting a Proposal represents that:

A) The Bidder has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Bidder has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of a Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Bidder is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Bidder’s best skills and attention.

E) The Bidder is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Bidder’s responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City’s Procurement Director.
19. **ADDENDA/CHANGES**

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, [www.charleston-sc.gov](http://www.charleston-sc.gov). All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

21. **AWARD OF CONTRACT**

A) Award of contract shall be made to the most responsive and responsible Bidder(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. **CONTRACT ADMINISTRATION**

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
   The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

24. **NOTICE TO PROCEED**
   A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City’s Director of Procurement.

25. **OTHER CONTRACTS**
   The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. **MODIFICATION**
   The City’s Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Bidder(s). At the direction of the Director of Procurement the successful Bidder is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. **INDEPENDENT CONTRACTOR**
   Successful Bidder is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. **INSURANCE REQUIREMENTS**
   Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Bidder (the “Contractor”), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor’s insurer(s) or insurer(s)’ agent(s) directly at any time regarding its coverages, coverage
amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. **INDEMNIFICATION**
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. **BIDDER'S QUALIFICATIONS**
The City reserves the right to request satisfactory evidence of any Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Bidder's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. **ASSIGNMENT**
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. **SUBCONTACTORS**

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City’s Director of Procurement a list of names of any of the intended subcontractors, the subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City’s Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City’s Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. **SUSPENSION OF WORK**

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. **TERMINATION**

A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. MATERIAL AND WORKMANSHIP: WARRANTIES AND REPRESENTATIONS
   A) If equipment, materials and supplies are to be a part of the service provided, all
      equipment, materials, and supplies incorporated in the work covered by the Proposal
      and provided by the Contractor(s) are to be new and of the most suitable grade for
      the purpose intended. Unless otherwise specifically provided in this Solicitation,
      reference to any equipment, material, supply or patented process, by trade name,
      make or catalog number, shall not be construed as limiting competition. When
      requested, the Contractor(s) shall furnish to the City for approval the name of the
      manufacturer, the model number, and other identifying data and information
      respecting the performance, capacity, nature and rating of the machinery and
      mechanical and other equipment which the Contractor(s) contemplates incorporating
      in the work. When required by this Contract or when called for by the City the
      Contractor(s) shall provide full information concerning the material or supplies
      which he contemplates incorporating in the work. Machinery, equipment, material
      and supplies installed or used without the required prior approval shall be at the risk
      of subsequent rejection.

   B) By signing its proposal, the successful Bidder(s) shall be deemed to have represented
      that its staff is knowledgeable about and experienced in performing the work
      required in this Solicitation and warrants that it shall use best skill and attention to
      provide the above described work in a professional, timely manner.

   C) The City may, in writing, require the Contractor(s) to remove from the work any
      employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS
   All applicable Federal, State and local laws, ordinances, and rules and regulations of any
   authorities shall be binding upon the Contractor(s) throughout the pendency of this
   Project. The Contractor(s) shall be responsible for compliance with any such law,
   ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the
   event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES
   A) The Contractor(s) shall, without additional expense to the City of Charleston, be
      responsible for obtaining all necessary licenses and permits required by the State of
      South Carolina, or the City of Charleston or any other authority having jurisdiction.

   B) Contractors and subcontractors are responsible at all times for obtaining applicable
      work permits and licenses of any kind.

38. DISPUTES
   Any bona fide dispute concerning the bid, proposal, request for qualifications or
   Agreement shall be resolved by the courts of the State of South Carolina. In the event any
   litigation is commenced with respect to any matter set forth in the aforementioned
   documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and
   all other reasonable direct costs associated with such litigation from the non-prevailing
   party.
39. STATE AND LOCAL TAXES
   A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.
   
   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Witholding, such withholding shall cease.
   
   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
   
   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE
   The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES
   The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL
   Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE
   (Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING
   Bidders shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Bidder shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by
the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. **SUBMITTING CONFIDENTIAL INFORMATION**

For every document Bidder submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Bidder must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Bidder contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Bidder contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Bidder shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Bidder shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Bidder (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Bidder agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Bidder marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. **RECORDS RETENTION & RIGHT TO AUDIT**

The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**  
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. **UNSUCCESSFUL BIDDERS**  
Bidders not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. **PAYMENT FOR GOODS & SERVICES**  
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. **DISCUSSION/NEGOTIATION:**  
By submission of a proposal, a Bidder agrees that during the period following issuance of a proposal and prior to final award of contract, the Bidder shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. **NON-DISCRIMINATION**  
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-se.gov/index.aspx?nid=246](http://charleston-se.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

52. **DEFAULT**  
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. **FORCE MAJURE**  
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were
obtainable from other sources in sufficient time to permit the contractor to meet the
required delivery schedule.

54. **EXCEPTIONS AND DEVIATIONS**
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. **PROMPT PAYMENT DISCOUNT TERMS**
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. **REJECTION**
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. **ARBITRATION**
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. **GUARANTEE AND WARRANTIES**
The Bidder shall state his normal warranty and any extended warranties where available. Excluding any manufacturer’s warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. **PUBLICITY RELEASES**
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. **AMENDMENTS**
All questions and written responses, interpretations, corrections or changes to the IFB will be made by Addendum. Addenda will be mailed or otherwise delivered to all Bidders who have notified the City Procurement Division of receipt of the proposal.

61. **WITHDRAWALS**
Proposals may be withdrawn by written request received from the Bidder prior to the
time set for opening of Proposals, but not thereafter.

62. **AFFIRMATIVE ACTION**
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. **RESPONSE PERIOD**
   All responses shall be good for a minimum period of ninety (90) calendar days.

65. **TERM**
   The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor’s policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers’ Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
Chubb Insurance Company of Canada  
1250 boul. René-Lévesque Ouest  
Montréal, Québec H3B 4W8

CERTIFICAT D'ASSURANCE  
INSURANCE CERTIFICATE

NOM DE L'ASSURE:  
NAME OF THE INSURED:  
HYPERTEC USA INC.

ADDRESS DE L'ASSURÉ:  
ADDRESS OF INSURED:  
1753 E. Broadway Rd., Suite 101-514, Tempe, Arizona

COURTIER:  
BROKER:  
H.W. HOLLINGER (CANADA) INC.  
Suite 2070, Tour Ouest  
550 rue Sherbrooke O.  
Montréal, Quebec,  
H3A 1B9

PÉRIODE D'ASSURANCE:  
PERIOD OF INSURANCE:  
30 September 2020 - 30 September 2021

<table>
<thead>
<tr>
<th>Limit d'assurance</th>
<th>Numéro de la police Policy No.</th>
<th>Date d'échéance Expiry Date.</th>
<th>Genre d'assurance Type of Insurance</th>
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<tr>
<td>$1,000,000.</td>
<td>35946991</td>
<td>30 September 2021</td>
<td>Commercial General Liability</td>
</tr>
<tr>
<td>$19,000,000.</td>
<td>79895421</td>
<td>30 September 2021</td>
<td>Umbrella Liability</td>
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Les assurances ci-dessus sont régies par les contrats dont elles font l'objet. Le présent certificat n'est émis qu'à titre d'information et ne confère aucun droit à son détenteur ni n'impose aucun obligation à l'Assureur.

The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the insurer.

Date: September 30, 2020

Michael Hollinger  
Représentant Autorisé/Authorized Representative
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 03/18/2020

**Producer:**

- Name: Automatic Data Processing Ins Agcy
- Address: 71 Hanover Road, Florham Park, NJ 07932
- Phone: (800) 524-7024
- Fax: (800) 524-4013

**Insured:**

- Name: Hypertec USA, Inc
- Address: 1753 E Broadway Rd STE 101-514, Tempe, AZ 85282-1600

**Coverages:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Table Subject</th>
<th>Policy Number</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Claims-Made</td>
<td>N/A</td>
<td>04/16/2020</td>
<td>04/16/2021</td>
<td>78 WEG DR2809</td>
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<tr>
<td>General Aggregate Limit Applies Per Occurrence</td>
<td>Project</td>
<td>N/A</td>
<td>X</td>
<td>PER</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Local</td>
<td>N/A</td>
<td>X</td>
<td>OTH</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td>N/A</td>
<td>X</td>
<td>ECH</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Automobile Liability:**

- Any Auto: Combined Single Limit (Per Accident)
- Bodily Injury (Per Person)
- Property Damage (Per Accident)

**Workers’ Compensation and Employers’ Liability:**

- Any Province/Partner/Executive Officer/Owner/Excluded? Yes
- If yes, describe under description of operations:
- N/A

**Revision Number:**

- INSURER A: Hartford Fire Insurance Company
- INSURER B: N/A
- INSURER C: N/A
- INSURER D: N/A
- INSURER E: N/A
- INSURER F: N/A

**Certificate Holder:**

- For Informational Purposes Only
- 1753 E Broadway Rd STE 104-514
- Tempe, AZ 85282-2031
- Phone: (800) 524-7024
- Fax: (800) 524-4013

**Cancellation:**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

- Susan L. Castaneda

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**ACORD 25 (2016/33)** The ACORD name and logo are registered marks of ACORD
NO BID RESPONSE FORM

<table>
<thead>
<tr>
<th>Bid Number: 21-B003R</th>
<th>Bids will be received until: February 24, 2021 @ 12:00pm</th>
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</thead>
<tbody>
<tr>
<td>Bid Title: Body Worn Cameras</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: January 22, 2021</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
<tr>
<td>Minority or Women Owned Business:</td>
<td></td>
</tr>
<tr>
<td>Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No.</td>
<td></td>
</tr>
<tr>
<td>If so, please provide a copy of your certificate with your response.</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signature: ______________________ Title: ______________________

Date: ______________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be sent in if not sending in a submission.

To submit a “No Bid” response for this project, this form must be completed for your company to remain on our Bidder’s list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder’s list.

Please check statement(s) applicable to your “No Bid” response:

☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
☐ Specifications are ambiguous (explain below).
☐ We are unable to meet specifications.
☐ Insufficient time to respond to the solicitation.
☐ Our schedule would not permit us to perform.
☐ We are unable to meet bond requirements.
☐ We are unable to meet insurance requirements.
☐ We do not offer this product or service.
☐ Remove us from your vendor list for this commodity/service.
☐ Other (specify below).

Comments: ____________________________________________

________________________________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

HYPERTEC USA, INC (HYPERTEC DIRECT)

Company Name
As registered with the IRS

1753 East Broadway Road, Ste 101-514,
Correspondence Address

Tempe AZ 85282
City, State, Zip

bidsus@hypertec.com
Email Address

866-787-0426
Toll-Free Number (if available)

1753 East Broadway Road, Ste 101-514,
Remittance Address

Tempe AZ 85282
City, State, Zip

MIKE MARRACINO, EVP
Printed Name

EVP
Title

480-626-9000
Telephone Number

480-626-9001
Fax Number

02/22/2021
Date

98-0511786
Federal Tax ID (FEIN)/SS Number

099504432
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☒ No
If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me ___________________________ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston’s Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City’s Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: ____________________________________________

CHARLESTON STREET ADDRESS: ____________________________

SIGNATURE: ___________________________________ TITLE: __________

By: ____________________________

(Print Name)

Sworn to and subscribed before me at ____________________________

State of ____________________________, this ______ day of ____________, 20____.

_________________________________________(SEAL)

Notary Public for ____________________________

My Commission Expires ____________
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submitted, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions:


   AND

   ☐ Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

   OR

   ☒ Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: HYPERTEC USA, INC (HYPERTEC DIRECT)

Signature: [Signature]

Print Name: [Print Name]

Witness: Donna Bedn, Administrative Assistant

Date: 02/22/2021

EVP

Title

21
AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of ____________________________ (Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

o 5. Attended any pre-solicitation meetings scheduled by the City.

o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

o 8. Provided MWBE assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B. Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: __________ Name of Authorized Officer (Print/Type): ____________________________

Signature: ____________________________

Title: ____________________________
AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women- Owned Business Participation Efforts
(Use as many sheets as necessary)

I, ____________________________, hereby certify that on this project we contacted the following minority/ women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>(African American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>(Women)</td>
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<td>Follow up Verification</td>
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<td>(Other)</td>
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<tr>
<td></td>
<td>Follow up Verification</td>
</tr>
</tbody>
</table>

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ____________________________  Name of Authorized Officer (Print/Type): ____________________________

Sworn to before me this ______ day of ________ , 20__.  Signature: ____________________________

Notary Public for the State of ____________________________  Title: ____________________________
My Commission Expires: ____________________________  Notary Seal: ____________________________
Print Name: ____________________________  Phone Number: ____________________________
Address: ____________________________  ____________________________
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of ______________________________________. I hereby certify that on the
(Name of Bidder)
__________________________________________, Total Project Amount $___________.
(Project Name)
I will make a good faith effort to expend a minimum of ________% of the total dollar amount of the Contract
with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as
subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to
the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Total MBE Participation: ________ %  $__________

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work
listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to
the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in
this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ________________ Name of Authorized Officer (Print/Type):__________________________

Signature: ____________________________________________
Title: _______________________________________________

Sworn to before me this ___ day of ____________, 20___.
My Commission Expires: ________________________________
Print Name: _________________________________________
Phone Number: _______________________________________
Address: ____________________________________________

Notary Public for the State of ____________________________
Notary Seal:
AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce

Affidavit of HYPETEC USA, INC (HYPETEC DIRECT)

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ____________________________

Body Worn Cameras, IFB 21-B003R __________________________________________ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform all the elements of the work on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 02/22/2021
Name of Authorized Officer (Print/Type): Donna Beahm

Signature: ______________________________________

Title: Administrative Assistant

Sworn to before me this 22nd day of February, 2021
Notary Public for the State of Arizona
My Commission Expires: 07/29/2023
Print Name: Wendy A Downs
Phone Number: 480-787-0426
Address: 1669 East Broadway Road
Tempe AZ 85282

Notary Seal:
**References**
Bidders must supply a minimum of four references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jaunt Inc</td>
<td>104 Keystone Place, Charlottesville, VA 22902</td>
<td>434-296-3184</td>
<td><a href="mailto:netadmin@ridejaunt.org">netadmin@ridejaunt.org</a></td>
</tr>
<tr>
<td>City of Orange</td>
<td>300 East Chapman Avenue, Orange, CA 9286</td>
<td>714-744-2254</td>
<td><a href="mailto:walvarez@cityoforange.org">walvarez@cityoforange.org</a></td>
</tr>
<tr>
<td>Bi-State Development</td>
<td>211 North Broadway St, Ste 700, St. Louis, MO 63102</td>
<td>314-982-1400</td>
<td><a href="mailto:mddillard@bistatedev.org">mddillard@bistatedev.org</a></td>
</tr>
<tr>
<td>County of Kern</td>
<td>1115 Truxtun Avenue, Bakersfield, CA 93301</td>
<td>661-868-3047</td>
<td><a href="mailto:zamoral@kerncounty.com">zamoral@kerncounty.com</a></td>
</tr>
<tr>
<td>City of Colorado Springs</td>
<td>30 S Nevada Ave, 2nd Fl, Colorado Springs, CO 80903</td>
<td>719-385-5224</td>
<td><a href="mailto:mzeller@springsgov.com">mzeller@springsgov.com</a></td>
</tr>
</tbody>
</table>
General Information

The City of Charleston, South Carolina is soliciting vendors for the **Body Worn Cameras**. The Vendor should provide detailed information of product/service they are bidding.

**Procurement Process**
This is an **Invitation for Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

**Questions**
Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City **Will Not Accept telephone calls or visits regarding this Solicitation**. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on February 8, 2021. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

**Oral Statements**
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

**Contractor Solely Responsible for Performance**
Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City’s agent or employee.

**Disqualification of Bidders**
Bidders may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

**Suspension and Debarment**
The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.
**Contract Negotiations**

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this solicitation or the Vendor’s proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

**Vendor’s Duty to Inspect and Advise and Declare All Costs**

Each Vendor shall become fully acquainted with the City’s requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare their submittal. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor’s duty to become acquainted with the City’s circumstances and requirements.

**Receipt of Bids**

Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (February 24, 2021 @ 12:00pm) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

**Number of Bids to be Submitted**

Each Vendor must submit one (1) Original and one (1) digital copy (Flash Drive). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note “Original” on the original bid.

**Required Forms And Signature Pages**

Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

**Bid Format**

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder’s capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked “21-B003R Body Worn Cameras” and submitted in a sealed envelope.

b) Bids must be submitted by mail or hand delivered to Robin B. Robinson

c) City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals must be received in the City’s Procurement Office no later than 12:00pm on February 24, 2021. Late proposals will not be accepted for any reason.

c) No more than one bid may be submitted by any Vendor.

e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences
Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality
The contents of this Solicitation shall not be discussed with anyone outside of the Bidder’s organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Term of Contract
The initial term of the Agreement shall be for one (1) year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

Basis for Award
The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder’s physical premises prior to award to satisfy questions regarding the Bidder’s capabilities.
**The vendor must be able to sell/provide the Getac products requested. No substitutions will be considered.**

### Body Worn Cameras

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT $</th>
<th>TOTAL $</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>OVWX2MXXXXXX1, Getac Body Worn Camera (BC-02) includes (64GB +, FHD/HD/WVGA+WiFi+GPS+BLE), 1 Year Warranty</td>
<td>$288.86</td>
<td>$115544.00</td>
</tr>
<tr>
<td>400</td>
<td>GE-SVWEXTY, Body Worn Camera (BC-02) - BC-02 Extended Warranty - Year 2 - Getac, Body Worn Device, Extended Warranty, 1, Year</td>
<td>$54.98</td>
<td>$21992.00</td>
</tr>
<tr>
<td>100</td>
<td>ORB41X, Body Worn Camera dual side magnetic mount</td>
<td>$53.83</td>
<td>$5383.00</td>
</tr>
<tr>
<td>100</td>
<td>ORB39X, Body Worn Camera (BC-02), magnetic quick release charging USB cable (3.94 ft)</td>
<td>$35.58</td>
<td>$3558.00</td>
</tr>
</tbody>
</table>

Sub-Total $146477.00
Shipping $0
9% Tax $13182.83
Total $159659.93
Hypertec Direct USA  
1868 E. Broadway Rd  
Tempe, Arizona 85282  
United States  
http://www.hypertecdirect.com/  
(P) 1-866-787-0426 (F) 480-626-9001

Customer Notes  
Notes  
Delivery 30 Days ARO

| Customer | City of Charleston SC (CO10412) |  | Bill To | City of Charleston  
| Payable, Account  
| 75 Calhoun Street, Ste 3500  
| Charleston, SC 29401  
| United States  
| (P) 843-724-7312  
| (F) 843-720-3872 |  | Ship To | City of Charleston  
| Robinson, Robin B.  
| 75 Calhoun Street, Ste 3500  
| Charleston, SC 29401  
| United States  
| (P) 843-724-7312  
| (F) 843-720-3872 |  | Customer Contact | Robinson, Robin B.  
| robinsonr@charleston-sc.gov |

Shipping and Payment Info  
Customer PO:  
Terms: Undefined  
Ship Via: FedEx Ground  
Carrier Account #:  

Special Instructions:

Products

<table>
<thead>
<tr>
<th>Item</th>
<th>Image</th>
<th>Description</th>
<th>P/N12-</th>
<th>Description</th>
<th>P/N12-</th>
<th>Description</th>
<th>P/N12-</th>
<th>Description</th>
<th>P/N12-</th>
</tr>
</thead>
</table>
| 1    | ![Image](Image) | Getac Veritos BC-02  
Camcorder - 1080p / 30 fps - Flash 64 GB - Wi-Fi, Bluetooth | OVW2A001000X001 | Yes 400 | $218.86 | $115,544.00 |
| 2    | ![Image](Image) | Getac Extended Warranty  
Extended service agreement - parts and labor - 1 year (2nd year) | GE-SVWEXSTY | Yes 400 | $54.98 | $21,992.00 |
| 3    | ![Image](Image) | Getac Body-Worn Camera (BWC)  
Camcorder - 1080p / 30 fps - Flash 64 GB - Wi-Fi, Bluetooth | ORB41X | Yes 100 | $53.83 | $5,383.00 |
| 4    | ![Image](Image) | BODY WORN CAMERA (BC-02), MAGNETIC QUICK RELEASE CHARGING  
USB Cable | ORB39X | Yes 100 | $35.58 | $3,558.00 |

Subtotal: $146,477.00  
Tax (9.000%): $13,182.93  
Shipping: $0.00  
Total: $159,659.93
January 10, 2021

TO: Hypertec USA
1868 E. Broadway Rd
Tempe, Arizona 85282, USA
T: +1.480.626.9000
F: +1.480.626.9001

Ref: Manufacturer’s Representative Certification For Hypertec USA

In response to **RUGGEDIZED LAPTOPS, TABLETS, ACCESSORIES AND RELATED PRODUCTS AND SERVICES**, Getac Inc. (“Getac”) is providing the following statement as part of the **Hypertec USA (The Vendor)** submission:

a. The products offered in response to the requirement (including hardware, software, and/or support services) are genuine (i.e., not counterfeit and not unauthorized secondary market/gray market products) (note: all items, including part numbers where applicable, shall be listed in the document);

b. **Hypertec USA (The Vendor)** has the certification/specialization level required by Getac (the Manufacturer) to support both the product sale and product pricing, in accordance with the applicable Getac certification/specialization requirements.

c. **Hypertec USA (The Vendor)** will be able to receive from Getac, and that Getac will not deny, the support services required to support the product(s).

d. **Hypertec USA (The Vendor)** has the authority to transfer to the end user all appropriate software licenses associated with the product(s).

e. Getac will not deny required warranty support for the product(s).

Any questions or comments regarding the additional manufacturer information may be addressed to Tammy Tubbs, Contract Administrator, during normal business hours at (949) 217-8939 or contract.administrator_US@getac.com

__________________________________________
Tammy G. Tubbs
Contract Administrator
Getac, Inc.

1/10/2021
Date
Vendor’s Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ☒ Yes ☐ No

2. Did you sign the Certificate of Familiarity form?
   ☒ Yes ☐ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ☐ Yes ☒ No  Not Applicable

4. Did you sign the applicable Affidavit?
   ☒ Yes ☐ No

5. Did you mark your “Original” Bid and provide the required # of copies?
   ☒ Yes ☐ No

6. Did you complete and include all pricing sheets?
   ☒ Yes ☐ No

7. Did you include the required references?
   ☒ Yes ☐ No

8. Did you provide a copy of insurance and all other documentation requested?
   ☒ Yes ☐ No

9. Did you include and sign any addenda?
   ☒ Yes ☐ No

10. Did you double check to make sure you have included everything that is requested?
    ☒ Yes ☐ No

If you have any concerns, please do not wait until after opening to raise them. At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time. Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Mark Wilbert DEPT. Resiliency & Sustainability

SUBJECT: RESILIENCY DIVISION – SC DHEC SOLID WASTE REDUCTION & RECYCLING GRANT: CATEGORY 1

REQUEST: To approve submission of the 2022 SC DHEC Solid Waste Reduction & Recycling grant application ($15,000) to support a pilot program for food waste composting and associated outreach and education

COMMITTEE OF COUNCIL: W&M DATE: 3/23/21

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel
Cap. Proj. Cmte. Chair
Resiliency Div.
Grants Manager

Yes N/A Signature of Individual Contacted Attachment

FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: Account #: Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes No X

NEED: Identify any critical time constraint(s).

The grant application is due on April 2, 2021.

CFO's Signature: ________________________________

FISCAL IMPACT: No city match required.

Mayor's Signature: ________________________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
Office of Solid Waste Reduction and Recycling
FY22 Solid Waste Reduction & Recycling Grant
Grant Proposal Instructions

DHEC's Office of Solid Waste Reduction and Recycling (Office) is accepting proposals from South Carolina local governments and regions for the implementation or expansion of waste reduction and/or recycling projects.

A local government is a county, municipality, or any other political subdivision located wholly or partly within the county when such political subdivision provides solid waste management services. A region is a group of counties that has submitted a regional solid waste management plan to the department.

<table>
<thead>
<tr>
<th>Submittal Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requests should be submitted electronically. If electronic submission presents a problem, please contact the Office for other submission options.</td>
</tr>
<tr>
<td>Requests will be accepted starting Monday, February 8, 2021 through 5:00 p.m. (EDT) on Friday, April 2, 2021.</td>
</tr>
<tr>
<td>Requests should be submitted in PDF or Microsoft Word format (.doc or .docx).</td>
</tr>
<tr>
<td>Requests received after the deadline will not be considered.</td>
</tr>
<tr>
<td>Incomplete submissions will not be considered. All questions must be thoroughly answered.</td>
</tr>
<tr>
<td>Faxed copies will not be considered.</td>
</tr>
<tr>
<td>Use this application only. Applications from previous years will not be accepted.</td>
</tr>
</tbody>
</table>

| Electronic submissions should be emailed to swgrants@dhec.sc.gov |

| Please refer to the enclosed Grant Guidelines for eligibility requirements. |

| For additional information, please contact Celeste Duckett at 803-898-1338 or Jana White at 803-898-1346 or email swgrants@dhec.sc.gov |

**NOTE:** This offering does not commit DHEC to award a grant, to pay any cost incurred in the preparation of the proposal, or to procure or contract for articles of goods or services. DHEC reserves the right to accept or reject any or all proposals received as a result of this offering, or to cancel in part or in its entirety this offering if it is in the best interest of the State to do so.
FY22 Solid Waste Reduction and Recycling Grant Program

Grant Purpose: The purpose of the Solid Waste Reduction and Recycling Grant program is to assist local governments and regions in their efforts to achieve the recommended state municipal solid waste (MSW) recycling goal of 40 percent and achieve the recommended MSW disposal goal of 3.25 lbs. or less per person per day.

Grant awards are anticipated in the two following categories; awards in one or both categories will be considered as funding is available:

1. General Recycling Category
   The General Recycling Category is offered for residential or commercial projects that initiate or support recycling, waste reduction, and/or composting activities.

   The evaluation of grant proposals will give special consideration to new programs or to projects that expand existing programs.

   Waste studies designed to characterize waste or to measure contamination in recycling programs will be considered for funding, as will outreach activities that support new or existing recycling, waste reduction, and composting programs.

   Recurring expenses, indirect costs, professional development, and prizes or give aways will not be considered.

   Maximum awards for General Recycling will not exceed $15,000 per local government.

2. RecycleRightSC Curbside Education Category
   The RecycleRightSC Curbside Education Category is offered for outreach/education projects, activities, and materials designed to decrease contamination of recyclables in residential curbside recycling programs. Proposed projects must target households directly.

   All materials must make use the Recycle Right SC promotional campaigns.

   The evaluation of grant proposals will give special consideration to new or innovative projects.

   Maximum awards for this category will not exceed $5,000 per local government, with an additional $5000 considered for projects that include purchase and/or distribution of cart stickers.

Review and Award Process: Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Grant requests will be ranked, and funding recommendations made to the State Solid Waste Advisory Council (SWAC) for final approval. Grant offers will be made in writing to the applicants. All grant awards will have an ending date of June 30, 2022.

Reminder: The DHEC grant instrument will specify an award amount for education materials, but approval for individual items (e.g. brochures, ads, apps) will not be made until after the grant has been awarded. Specific items and materials must be requested in writing, using the DHEC 2082 approval form. Publication, distribution, and production of educational materials may not be initiated until specifically approved by DHEC.
Guidelines
FY22 Solid Waste Reduction and Recycling Grant Program

1. The Office will accept electronic requests starting Monday, February 8, 2021 through 5:00 p.m. (EDT) on Friday, April 2, 2021. Proposals received after the deadline will not be considered. Faxed or incomplete grant proposals will not be considered. If electronic submission presents a problem, please contact the Office for other available options.

2. Solid Waste Reduction and Recycling Grants are made available to any local government in the State of South Carolina that provides solid waste services; any region that has submitted to DHEC, a regional solid waste management plan; or any eligible local government that applies on behalf of an informal region comprised of eligible local governments, provided they include a signed Memorandum of Agreement between the local governments designating them to administer funds.

3. Grants shall not be provided to any local government or region that has not demonstrated a good faith effort to meet the requirements of the S.C. Solid Waste Policy and Management Act of 1991.

4. Local governments must have submitted the appropriate reports as required by the S.C. Solid Waste Policy and Management Act of 1991, to include a complete solid waste management plan, an annual solid waste management progress report, and full-cost disclosure documentation.

5. Priority for funding will be given to regional grant requests.

6. Grants will not be provided for projects that are not consistent with the state or local county solid waste management plan.

7. Grant proposals will be reviewed and assigned points based on responses to the questions in the proposal instructions. Grant requests will be ranked, and funding recommendations made to the SWAC for final approval. Grant offers will be made in writing to the applicants.

8. Within thirty (30) days of notification by the SWAC as to the disposition of a party’s grant proposal, the party may submit a written request to the SWAC for a review of the original grant decision. Within forty-five (45) days of the original grant decision, the Office will inform the appealing party of the hearing date, place, and time. Within sixty (60) days of the original grant decision, the SWAC shall render a final decision.

9. All grant awards will have an ending date of June 30, 2022.

10. The applicant must be able to provide documentation of ownership or present a signed lease agreement for any land that may be used in conjunction with the project proposed.

11. Activities undertaken to fulfill the requirements of the grant must be performed in compliance with federal, state, and local regulations.

12. The Grantee shall not provide any DHEC grant funds to private sector recycling programs unless specifically contracting for goods or services.

13. All grants shall be construed and enforced in accordance with the laws of the State of South Carolina.

14. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to, activities carried out under this grant program on the grounds of race, age, health status, handicap, color, sex, religion, or national origin.

15. DHEC reserves the right to offer funding in the grant instrument for goods or services that differ from the description provided in the grant request.
Category 1: General Recycling Grant Proposal Instructions

Project Sub-Goal: To assist local governments and regions in their efforts to achieve the recommended state municipal solid waste (MSW) recycling goal of 40% and achieve the recommended MSW disposal goal of 3.25 lbs. or less per person per day.

Anticipated Awards: Not to exceed $15,000 per local government.

Expenses Considered: The purchase of equipment, educational materials, and items necessary to support the project or activity; performance of site preparation; and development and/or implementation of promotional/educational programs to support recycling, waste reduction, and composting in schools, homes, and businesses.

Expenses Not Considered Include: Recurring expenses, such as permanent personnel costs and indirect costs; professional development; and prizes or giveaways.

Responses to the items below will be used to assign point values to all proposals. Grant recommendations will be made based on a ranking by point value. Responses must be numbered 1 through 17 and addressed in numerical order. Incomplete proposals will not be considered.

1. Provide local government name.
   City of Charleston

2. Provide names, addresses, phone numbers, fax numbers, and email addresses for the project manager, finance director, and authorized representative (i.e. city/county manager or administrator).

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Sustainability/</td>
<td>Katie McKain</td>
<td>2 George Street, Ste 3610</td>
<td>(843) 724-3789</td>
<td>(843) 720-4268</td>
<td><a href="mailto:mckainks@charleston-sc.gov">mckainks@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Project Manager</td>
<td></td>
<td>Charleston, SC 29401</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance Director</td>
<td>Amy Wharton</td>
<td>116 Meeting St.</td>
<td>(843) 724-3710</td>
<td>(843) 720-3901</td>
<td><a href="mailto:whartonn@charleston-sc.gov">whartonn@charleston-sc.gov</a></td>
</tr>
<tr>
<td>Authorized Representative</td>
<td>Mayor John</td>
<td>80 Broad St.</td>
<td>(843) 724-3737</td>
<td>(843) 720-3827</td>
<td><a href="mailto:tecklenburgt@charleston-sc.gov">tecklenburgt@charleston-sc.gov</a></td>
</tr>
<tr>
<td></td>
<td>Tecklenburg</td>
<td>Charleston, SC 29401</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

General Information (Questions 1-2)

3. Describe the overall project for which grant funds are requested.

   In partnership with SCDHEC, the City of Charleston would like to pursue piloting a campaign about reducing food waste and increasing composting activity, targeted specifically to Charleston’s residential market. This grant proposal request is for $15,000 and would include the purchase of education materials and advertising, compost hauling, and startup costs such as compost bins and signage, as needed for community demonstration or drop off sites.

   This project supports two goals of the Solid Waste Grant Program, waste reduction and initiating composting activities. The project will divert food waste from our landfills which will also avoid excess methane emissions.

   This project aims to work in tandem with an idea from Charleston County Environmental Management, which would also target residential food waste and food composting. Together, we could focus on the residential sector of the region using uniquely different approaches:

   - **The City of Charleston’s project will be focused to those residents located in a more urban setting who don’t have appropriate space to compost or perhaps don’t have a backyard at all.**
     - The main activities would be food waste education, compost education and an assortment of compost collection activities that would test methods to increase residential urban composting long term.
     - The pilot activities to be tested could include a discounted group hauling contract to service individual residents for a few months to get them started, group location hauling- such as at an apartment complex, and potentially creating community demonstration and/or collection sites such as at parks or community gardens.
     - The City is coordinating with DHEC to ensure we are following compost hauling and storage protocols and best practices as we consider logistics or necessary permits for any pilot project ideas.
• Charleston County is considering a project more focused to the backyard composter, and geared to more suburban and rural residents who have appropriate yard space available. Their main activities could include food waste education, compost education and the subsidized sale of backyard compost bins to help residents get the tools they need to get started.

The City of Charleston has a healthy mix of urban and suburban residential parcels, so both projects will benefit the area and taking a regional approach has a lot of potential to reach a broader and more diverse audience.

4. Identify the targeted commodity/commodities (e.g., glass, cardboard, electronics, etc.)

The target commodity is food waste. Source reduction and preventing unnecessary waste is an important first step, followed by composting.

5. Describe the targeted source(s) of the materials (e.g., residences, schools, businesses, multi-family housing, commercial, institutions, government offices/agencies, etc.)

The targeted source for food waste will be from residential customers, from single-family to multi-family. A series of ways to collect residential food waste will be tested and buying power will be leveraged.

6. Is this project in the planning, implementation, or assessment stage?

The project is currently in the planning phase and ideas for the pilot activities have started being discussed with partners already. Based on the schedule below, the proposed project would start on or around July 1, 2021 and successfully be completed within the approximate 12 month grant period, and by June 30, 2022.

**Planning Phase:**
Approx. month 0-4
- Currently in progress
- Funds to execute project are awarded
- Partner and SCDHEC discussions refining pilot activities, including potential demonstration projects
- A new logo and advertising campaign will be designed in collaboration with SCDHEC
- A competitive selection process to choose the vendor to haul food waste will be made
- Outreach will occur to educate residents about DHEC’s existing Don’t Waste Food SC campaign and the new composting pilot programs being tested

**Implementation Phase:**
Approx. month 4-12
- The collection of food waste will begin
- Education and outreach will continue and materials will be purchased after SCDHEC’s review

**Assessment Phase:**
Approx. month 4-12
- Assess metrics (ongoing as loads of food waste are hauled away)
- Gather feedback from residents about their experience, what worked and what didn’t, and why or why not they chose to continue composting after the grant ends

7. Describe how the materials identified are currently being collected, transported, stored, and marketed.

Composting in urban settings of Charleston, when space is not appropriate for backyard composting, requires an added cost for a private food waste hauler to collect and transport the food waste to Charleston County’s Bees Ferry Compost Facility.

There is currently one residential food waste hauler, Compost Now, and they manage their own marketing and charge $29/month for weekly service. That includes a 4-gallon bin and the return of composted material back, it is ideal for 1-3 person households. This fee can really add up for a residential customer, but also opens up a lot of opportunity for leveraging community buying power that could reduce or eliminate the fee per resident, and ultimately lead to more residents composting even after the grant period is over.

8. Describe any changes to how the materials identified will be collected, transported, stored, and marketed upon full implementation of the grant project.
Collection: The City of Charleston, as allowed by SCDHEC, will explore collection options during the pilot, such as designating a certain day or time period each week as part of a community or multi-family drop-off program. The direct collection at residences by a qualified hauler could also be tested, but ideally at a group rate.

Transport: A qualified hauler would transport the compost to the Bees Ferry Compost Facility. As part of the pilot project, and with pre-approval from SCDHEC and Charleston County, we could also consider testing other hauling ideas, such as potentially with City trucks if allowed and feasible.

Stored: Food waste would be hauled directly to the compost facility and most likely not be stored. It is unclear if temporary storage of food waste is realistic and feasible, but this idea could be explored if DHEC supports this concept.

Marketed: The City would market the project on the City website, social media and other ads, as appropriate.

9. Detail the potential vendors to whom recyclables will be marketed.

Charleston County government does not collect or haul food waste directly, but has collection partners, such as Carolina Waste Services, Republic Services, Smart Recycling of South Carolina, and Compost Now (the area’s sole residential composting service). The City will competitively bid for a compost hauler early on in the project.

10. Describe all outreach/educational activities that will be undertaken to promote the project.

The City would like to request assistance from SCDHEC to create a logo for the food composting program, and request graphic assistance with creating the marketing materials and advertisements needed. We will seek to utilize the existing Don’t Waste Food SC logo and campaign materials as well, as part of the education of reducing food waste being primary to composting.

The City will perform outreach and education about food waste and composting, and about the new pilot programs available for residents to participate in. This could include educational stickers, signage, flyers, and advertising as necessary, such as billboards, print and digital ads. The City will also aim to support and promote Charleston County’s potential project for backyard composters to residents who have appropriate space.

11. Describe the amount of targeted material currently being collected from the targeted source.

There is little food waste material currently being collected from Charleston’s residential sector for composting. Compost Now picked up residential compost from 303 City of Charleston households in 2020, diverting 84,142 lbs of food waste from the landfill. This project provides the opportunity to bring significant awareness and activity to residential composting, both during and long after the grant period ends.

12. Describe the estimated increase or improvement expected as a result of the grant.

As a result of this grant, the amount of residential food waste being diverted from the landfill could be really significant since there are not many people in Charleston composting right now. An estimate for the residential pickup is 23 lbs of food waste per household, per month, which could be 3,980 lbs of food waste diverted over a 4-month pilot period with 43 new residential customers. The group and community drop sites ideas have potential to have a much larger impact, reaching many more customers. Since baseline data doesn’t exist for these new programs, it will be quantified by the food waste hauler and more specific numbers can be shared in the future.

13. Explain how you arrived at this estimate.

The estimated 3,980 lbs of food waste for the new residential customers was derived from the data Compost Now provided indicating 84,142 lbs of food waste was diverted for 303 customers in 2020, which is 23 lbs per household, per month.
23 lbs of food waste (per household, per month) x 43 households x 4 months = 3,980 lbs of food waste diverted. For the drop sites and other group ideas, Charleston County Environmental Management conducted a waste composition study in 2009-2010, revealing that over 20% of the County’s waste stream consists of organics, such as yard waste and food scraps. In 2021, food waste is estimated to be even higher in the landfill. Now that yard waste is picked up regularly and taken to the compost facility, food waste needs attention, and a program targeting residents is a great step in the right direction and the new program would track data on diversion rates.

Regionalization (Question 14-15)
Point Value: 0 to 10

14. If this is a regional application, please describe all parties and explain the activities for which each party will be responsible.

Charleston County Environmental Management supports this project and is willing to help expand outreach and education about this pilot composting program. In addition, the City of Charleston is part of both Charleston County and Berkeley County, so the application is regional in nature and will target all households serviced in City limits, about 43,372 households. The City includes 5 geographic areas: Cainhoy/Daniel Island (Berkeley County), West Ashley, Johns Island, James Island and the Peninsula (Charleston County).

15. If this is a regional application, provide a breakdown by local government of the estimates provided in numbers 11 and 12 above.

Daniel Island and Cainhoy (population 15,399), part of Berkeley County, make up about 10% of the total City of Charleston (population 156,536). The below numbers reflect estimates as a percent of the City:

3,980 lbs of food waste x 10% = 398 lbs in Berkeley County (and 2,582 lbs in Charleston County)

Any encouragement and education of food waste geared to the residential sector could have significant impacts across the whole Charleston region. The City will be sure to track data on how much food waste is diverted from the landfill.

Budget/Cost Justification (Questions 16-17)
Point Value: 0 to 15

16. Provide a detailed budget for the project, including cost estimates for each item for which funding is being requested. Include photos or descriptive literature as available.

The below table outlines our proposed grant fund expenditures.

<table>
<thead>
<tr>
<th>EXPECTED EXPENDITURES</th>
<th>GRANT FUNDS</th>
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<tbody>
<tr>
<td><strong>Hauling Contract - estimated</strong></td>
<td>$12,500</td>
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<tr>
<td>Anticipating to include:</td>
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<tr>
<td>- $29/month for 4 months, for 43 new residential customers = $4,988 (about $5,000)</td>
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<tr>
<td>- Will strive for group discount to leverage funds and increase participation.</td>
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<tr>
<td>- Multi-family and/or other community drop off/demonstration sites = $7,500</td>
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<tr>
<td><strong>Outreach, Educational Media, Advertising - estimated</strong></td>
<td>$2,500</td>
</tr>
<tr>
<td>Outreach and education about the new food waste pilot project, including:</td>
<td></td>
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<tr>
<td>- Professional signage and/or door hangers;</td>
<td></td>
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<tr>
<td>- Educational stickers or magnets</td>
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<tr>
<td>- Advertising as necessary- could also include digital, print, billboard, radio, social media ads, web ads as needed.</td>
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<tr>
<td>- Demonstration project startup composting bins and associated signage (as appropriate)</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$15,000</td>
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</table>

17. Describe any shortfalls for which grant funding will not be adequate and explain how any additional funding will be secured. Include matching funds, in-kind contributions, and sponsored contributions/grants from other sources.

While no shortfalls are anticipated at this time, the City will seek in-kind donations from the selected hauler to help leverage grant funds and program expansion, as possible.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Fire Chief Daniel Curia
DEPT. Fire
SUBJECT: CHARLESTON FIRE DEPARTMENT - 2021 STATE HOMELAND SECURITY GRANT
REQUEST: To submit the 2021 State Homeland Security grant in the amount of $90,000 for Charleston FD Collapse Search and Rescue Team.

COMMITTEE OF COUNCIL: W & M DATE: March 23, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
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<td></td>
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<tr>
<td>Charleston Fire Dept.</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Grants Manager</td>
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</table>

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following:
Dept./Div.: [ ]
Account #: [ ]
Balance in Account [ ] Amount needed for this item [ ]

Does this document need to be recorded at the RMC's Office? Yes [ ] No [ ] X [ ]

NEED: Identify any critical time constraint(s).

CFO's Signature: __________________________

FISCAL IMPACT:
There is no financial impact with this grant in the FY21 or 22 Budget. This is a no match grant.

Mayor's Signature: __________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
To: Mayor John J. Tecklenburg  
City Council  

From: Chief Daniel M. Curia  

Date: March 12, 2021  

Subject: 2021 State Homeland Security Grant Program (SHSP) grant application  

The purpose of the 2021 SHSP grant program is used to support state and local efforts to prevent, respond, and recover from terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.  

The Charleston Fire Department (CFD) requests to submit a proposal for 2021 SHSP grant. The CFD is the host agency for the Charleston Collapse Search and Rescue Team and is seeking continued funding for our Type II Regional Collapse Search and Rescue Team.  

This is a request to apply for grant funding as submitted to the State Approving Agency (SAA) in the amount of $90,000 (no match) for rescue equipment, a search equipment, collapse rescue equipment, personal protective equipment, and training. These various items to will update and replace the existing cache equipment for the South Carolina Task Force Three (SC-TF3).  

The closing date for this application is March 26, 2020. The project performance start date for this grant is October 1, 2021 and ends September 31, 2022. This grant does not require a match.  

Please feel free to contact me with any questions.
Good Afternoon HSAC Member, RRT Leader, Grant Manager, or Potential Grant Applicant,

Please find included the 2021 State Homeland Security Program (SHSP) project proposal Worksheet. If you (or someone you know) would like to apply for the 2021 SHSP grant, please fill out the Worksheet attached and provide it back to SLED by Midnight 26 March 2021.

In the proposal worksheet, provide a project proposal that addresses and includes language for this year’s highest state and national priorities (national priorities in red below) for development, maintenance, sustainment, and/or focused improvement of capabilities to address:

1) Emerging Threats (such as WMD, biological/chemical, explosive events, terrorism, unmanned aircraft...) and/or Combating Domestic Violent Extremism. (i.e. Associated state capabilities are WMD/Hazmat, WMD/SWAT, WMD/Bomb, Incident Management, Search and Rescue, Region Medical Assistance Squads or Teams; Radiation Detection...);
2) Enhancing Information & Intelligence Sharing (i.e. Associated state capabilities are the Fusion Center; SeaHawk IOC...);
3) Cyber Security (i.e. Associated state capabilities include the SC CIC program...);
4) Soft Targets & Crowded Places (i.e. Associated state capabilities to address active shooter scenarios include the CCTA program...);
5) Combating Domestic Violent Extremism (i.e. Associated state capabilities to address domestic terrorist attacks include the CCTA program...);
6) Statewide Security of Critical Infrastructure & Key Resources;
7) Statewide Homeland Security Training & Coordination;
8) Statewide Exercise Program;
9) NIMS, Resource Typing & Credentialing;
Instructions: Please fill in all the blocks of this worksheet with the requested information and submit to the SAA. The worksheet can be emailed to Bob Connell (rconnell@sled.sc.gov).

Please name your submitted MS Word proposal worksheet file(s) as follows (Your Jurisdiction, Agency and Capability Addressed): Jurisdiction.Agency.Capability. For example if my jurisdiction was Charleston County and my agency was the Sheriff’s Department and I had a Bomb Squad project, the file name would be: CharlestonCo.SO.Bomb. If my jurisdiction was Charleston County and I was with Sheriff’s Office SWAT Team, the file name would be: CharlestonCo.SO.SWAT.

Based on past experience and required inputs to DHS, this worksheet has been provided to aid you in drafting your project proposal for provision to the SC State Administrative Agency (SLED), Homeland Security Program Office. If your proposal is accepted, additional information will be required at a later time.

If you have questions, you can contact me (Bob Connell) via e-mail (rconnell@sled.sc.gov), or at the following number (803-896-7021).

Thanks,

Robert I. Connell, PhD
SAA Program Manager
SLED, Office of Homeland Security
803-360-8619 (Cell)
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police
SUBJECT: POLICE DEPARTMENT - FY21 SCDFS JUSTICE ASSISTANCE GRANT
REQUEST: To approve an application for personnel, equipment, and data Analysis software to establish regional Gang Task Force.

COMMITTEE OF COUNCIL: ______ W&M _______ DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
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<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Chief of Police</td>
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<tr>
<td>Grants Coordinator</td>
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FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [X] [ ]
If yes, provide the following: Dept./Div.: _______ Account #: _______.

Balance in Account _______ Amount needed for this item _______.

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NEED: Identify any critical time constraint(s).
This application is due on March 26th.

CFO's Signature: __________________________

FISCAL IMPACT:
This project requires a 10% City match of $62,333.

Mayor's Signature: __________________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police
SUBJECT: POLICE DEPARTMENT - FY21 SCDPS JUSTICE ASSISTANCE GRANT
REQUEST: To approve an application for personnel, equipment, and data Analysis software to establish regional Gang Task Force.

COMMITTEE OF COUNCIL: W&M DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

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<td></td>
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<tr>
<td>Chief of Police</td>
<td></td>
<td>X</td>
<td>Luther Reynolds</td>
<td></td>
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<tr>
<td>Grants Coordinator</td>
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FUNDING: Was funding previously approved? Yes ☐ No ☐ X N/A ☐
If yes, provide the following:
Dept./Div.: ________ Account #: ________
Balance in Account ________ Amount needed for this item ________

Does this document need to be recorded at the RMC’s Office? Yes ☐ No ☐ X ☐

NEED: Identify any critical time constraint(s).

This application is due on March 26th.

CFO’s Signature: ____________________________

FISCAL IMPACT:
This project requires a 10% City match of $62,333.

Mayor’s Signature: ____________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
MEMORANDUM

To: Mayor John Tecklenburg
From: Luther Reynolds, Chief of Police
Subject: FY22 SCDPS Justice Assistance Grant
Date: 23 March 2021

The purpose of this memorandum is to request permission for the Charleston Police Department’s application to the FY22 Justice Assistance Grant. The application is due on March 26th.

If awarded, the grant will fund the establishment of a regional Lowcountry Gang Task Force. More specifically, the grant would fund one (1) Lieutenant, one (1) Sergeant, and (1) Senior Crime Analyst, data analysis software, and other associated equipment listed in the attached budget spreadsheet. The purpose of this project is to formalize existing partnerships, establish a multi-jurisdictional collaborative related to combating gang-related crime through the use of a Violent Criminal Offender Monitoring List. In 2020, homicides rose 100 percent. 68% of those homicides were gang related. The creation of a regional gang task force will combine the intelligence and investigative powers of law enforcement agencies in the region to enhance and streamline investigations.

This grant requires a 10% City match of $62,333.

Please do not hesitate to email Chelsea Frances, Grants Coordinator, at <taylorch@charleston-sc.gov> should you have any questions or concerns.
## Budget

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<th>CATEGORIES</th>
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<th>CASH MATCHING FUNDS</th>
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</thead>
<tbody>
<tr>
<td><strong>PERSONNEL - SALARIES:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Title</td>
<td></td>
<td></td>
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<tr>
<td>Lieutenant</td>
<td>117,128.28</td>
<td>100</td>
<td>$105,415</td>
</tr>
<tr>
<td>Sergeant</td>
<td>97,859.88</td>
<td>100</td>
<td>$88,074</td>
</tr>
<tr>
<td>Senior Crime Analyst</td>
<td>74,438.02</td>
<td>100</td>
<td>$66,994</td>
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<td><strong>TOTAL SALARIES:</strong></td>
<td>$260,483</td>
<td>$28,943</td>
<td>$289,426</td>
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<td><strong>EMPLOYER CONTRIBUTIONS (Fringe Benefits)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Rate</td>
<td>X Base</td>
<td></td>
</tr>
<tr>
<td>Social Security &amp; Medicare (FICA)</td>
<td>0.0764996</td>
<td>28,9426</td>
<td>$19,927</td>
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<tr>
<td>Retirement</td>
<td>0.180509</td>
<td>28,9426</td>
<td>$47,020</td>
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<td>Workers Compensation Insurance</td>
<td>0.0187198</td>
<td>28,9426</td>
<td>$4,876</td>
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<td>Unemployment Insurance (on first $7,000 only)</td>
<td>0.0005493</td>
<td>28,9426</td>
<td>$143</td>
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<td>Health Insurance</td>
<td>0.1189941</td>
<td>28,9426</td>
<td>$30,996</td>
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<td>Dental Insurance</td>
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<tr>
<td>Pre-Retirement Death Benefit</td>
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<td></td>
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<tr>
<td>Accident Death Benefit (Police Officers)</td>
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<tr>
<td>Other Employer Contributions (Itemize)</td>
<td></td>
<td></td>
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<td><strong>TOTAL EMPLOYER CONTRIBUTIONS:</strong></td>
<td>$102,962</td>
<td>$11,440</td>
<td>$114,402</td>
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<td><strong>TOTAL PERSONNEL:</strong></td>
<td>$363,445</td>
<td>$40,383</td>
<td>$403,828</td>
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**CONTRACTUAL SERVICES:**

(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Cost</td>
<td>Quantity</td>
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<tr>
<td>--------------------------------------------------</td>
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</tr>
<tr>
<td>IBM I2 Training or Service Hours</td>
<td>180</td>
<td>160</td>
</tr>
<tr>
<td>IBM I2 Training</td>
<td>1000</td>
<td>4</td>
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<tr>
<td>IBM I2 Analyst Notebook</td>
<td>8169</td>
<td>1</td>
</tr>
<tr>
<td>Concurrent User License &amp; Subscription/Support</td>
<td></td>
<td></td>
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<tr>
<td>IBM I2 Base Designer</td>
<td>11529</td>
<td>1</td>
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<tr>
<td>Concurrent User License &amp; SW</td>
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<tr>
<td>Substtrtion/Support</td>
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<tr>
<td><strong>TOTAL CONTRACTUAL SERVICES:</strong></td>
<td>$47,248</td>
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</table>

**TRAVEL:**

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
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**TOTAL TRAVEL:** $0 $0 $0

**EQUIPMENT ($1,000 or more per Unit):**

(Itemize-DO NOT USE BRAND NAME. Also, DO NOT include leased, rented items or software)

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th>Cost</th>
<th>Quantity</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Vehicles</td>
<td>30000</td>
<td>5</td>
<td>$135,000</td>
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<td>$15,000</td>
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<tr>
<td>Tactical Vest</td>
<td>1139.75</td>
<td>6</td>
<td>$6,155</td>
<td></td>
<td>$684</td>
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<tr>
<td>Vehicle Vault and Accessories</td>
<td>1500</td>
<td>5</td>
<td>$6,750</td>
<td></td>
<td>$750</td>
</tr>
</tbody>
</table>

**TOTAL EQUIPMENT:** $147,905 $16,434 $164,339

**OTHER:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th>Cost</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Binocular Bushness Spectator Sport 10x50</td>
<td>83.49</td>
<td>6</td>
<td>$451</td>
<td></td>
<td>$50</td>
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<tr>
<td>Olympus WS-852</td>
<td>59.99</td>
<td>6</td>
<td>$324</td>
<td></td>
<td>$36</td>
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<tr>
<td>Sony CX405 Handycam</td>
<td>300</td>
<td>6</td>
<td>$1,620</td>
<td></td>
<td>$180</td>
</tr>
</tbody>
</table>

**TOTAL OTHER:** $2,395 $266 $2,661

**TOTAL PROJECT COST:** $560,993 $62,333 $623,326
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds  DEPT. Police
SUBJECT: POLICE DEPARTMENT - FY22 VOCA Grant
REQUEST: To approve an application for an Elder Advocate and Resource Specialist for the CPD Victim Services Unit under the Victims of Crime Act Grant Program.

COMMITTEE OF COUNCIL: W&M  DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief of Police</td>
<td></td>
<td></td>
<td>C. Frances</td>
<td></td>
</tr>
<tr>
<td>Grants Coordinator</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes □ No □ X N/A □

If yes, provide the following:
Dept./Div.: Account #:
Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC’s Office? Yes □ No □ X

NEED: Identify any critical time constraint(s).

This application is due on April 1st.

CFO’s Signature:

FISCAL IMPACT:
This project requires a 43% City match of $51,442.45.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police
SUBJECT: POLICE DEPARTMENT – FY22 VOCA GRANT
REQUEST: To approve an application for an Elder Advocate and Resource Specialist for the CPD Victim Services Unit under the Victims of Crime Act Grant Program.
COMMITTEE OF COUNCIL: W&M DATE: March 23, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief of Police</td>
<td>X</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Grants Coordinator</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [X] □
If yes, provide the following:
Dept./Div.: __________ Account #: __________
Balance in Account __________ Amount needed for this item __________

Does this document need to be recorded at the RMC’s Office? Yes [ ] No [ ] N/A [X] □

NEED: Identify any critical time constraint(s).

This application is due on April 1st.

CFO’s Signature: ____________________________________________

FISCAL IMPACT:
This project requires a 43% City match of $51,442.45.

Mayor’s Signature: _________________________________________ John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
MEMORANDUM

To: Mayor John Tecklenburg
From: Luther Reynolds, Chief of Police
Subject: FY22 VOCA Elder Advocate & Resource Coordinator Proposal
Date: 23 March 2021

The purpose of this memorandum is to request permission for the Charleston Police Department’s application to the FY22 Victims of Crime Act Grant Program. The application is due on April 1st.

If awarded, the grant will be a continuation of the elder abuse services program currently housed within the Charleston Police Department’s Victim Services Unit. The purpose of the program is a twofold; (1) to provide access to a victim advocate for elder citizens who have been victims of abuse, and (2) to connect all victims to the local resources that meet their needs through a Resource Coordinator. The proposed budget requests funding for the salary and fringe benefits for one (1) Elder Advocate and one (1) Resource Coordinator totaling $118,787.25 in overall program costs.

This grant requires a 43% City match of $51,442.45.

Please do not hesitate to email Chelsea Frances, Grants Coordinator, at <taylorch@charleston-sc.gov> should you have any questions or concerns.
### 2022 VOCA Grant Budget

**Elder Advocate Resource Specialist Continuation**

<table>
<thead>
<tr>
<th></th>
<th>Qty</th>
<th>Job Title</th>
<th>Grant Total</th>
<th>Grantor</th>
<th>City</th>
<th>Total Salary</th>
<th>Total Match</th>
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<tbody>
<tr>
<td><strong>PERSONNEL SALARY</strong></td>
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<tr>
<td></td>
<td>1</td>
<td>Elder Advocate</td>
<td>$25,974.00</td>
<td>$20,779.20</td>
<td>$5,194.80</td>
<td>$39,894.00</td>
<td>$19,114.80</td>
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<tr>
<td></td>
<td>1</td>
<td>Resource Specialist</td>
<td>$27,274.00</td>
<td>$21,819.20</td>
<td>$5,454.80</td>
<td>$37,284.25</td>
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<table>
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<th></th>
<th>Qty</th>
<th>Job Title</th>
<th>Grant Total</th>
<th>Grantor</th>
<th>City</th>
<th>Total Fringe</th>
<th>Total Match</th>
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<tbody>
<tr>
<td><strong>FRINGE BENEFITS</strong></td>
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<tr>
<td></td>
<td>1</td>
<td>Elder Advocate</td>
<td>$15,466.50</td>
<td>$12,373.20</td>
<td>$3,093.30</td>
<td>$21,055.00</td>
<td>$8,681.80</td>
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<tr>
<td></td>
<td>1</td>
<td>Resource Specialist</td>
<td>$15,466.50</td>
<td>$12,373.20</td>
<td>$3,093.30</td>
<td>$20,554.00</td>
<td>$8,180.80</td>
</tr>
</tbody>
</table>

|                  |     | Total Budget            | $118,787.25 |          |           |              |               |
|                  |     | Total Match             | $51,442.45  |          |           |              |               |
COMMITTEE / COUNCIL AGENDA

TO:     John J. Tecklenburg, Mayor
FROM:   Geona Shaw Johnson
DEPT.   Housing and Community Development

SUBJECT CITY OF CHARLESTON 2021-2022. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
$860,327.00, HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) $545,666.00 AND HOUSING
OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) $917,267.00 AWARDS INCLUDING,
APPLICATION FOR FEDERAL ASSISTANCE (SF 424 FORMS), CERTIFICATION FORMS AND
CONTRACT TEMPLATES.

REQUEST Mayor and City Council approval is requested for the submission of the Application for Federal
Assistance (SF 424 Forms) and the corresponding documents to the Department of Housing
and Urban Development (HUD) for the 2021-2022 program years. Attached is the 424 Forms,
HUD certification forms and the budget. This request has been coordinated with the
Community Development Advisory Committee and the Community Development (CD)
Committee of City Council. The CD Committee gave final approval to the HOPWA, HOME and
CDBG budgets Thursday, March 11, 2021. Approval is also requested for the execution of
contracts for each organization based on the approved budgets/awards. The contracts will
be reviewed and vetted by City of Charleston Corporation Counsel prior to the dissemination
of the contracts to the nonprofit agencies. Contract templates are also attached for your
information.

COMMITTEE OF COUNCIL: Ways and Means DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)
Community Development Advisory Committee and the Community Development Committee of City Council.

<table>
<thead>
<tr>
<th>Housing &amp; Community Dev</th>
<th>Corporation Counsel</th>
<th>Grants Compliance Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>X</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Signature of Individual Contacted: [Signature]
Attachment: [X]

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following. Dept / Div: [ ] Account #: [ ]

Balance in Account: [ ] Amount needed for this item: [ ]

NEED: Identify any critical time constraint(s). Annual Action Plan with the components detailed above are
due to the Department of Housing and Urban Development, April 30, 2021.
ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
February 25, 2021

The Honorable John J. Tecklenburg
Mayor of Charleston
P.O. Box 652
Charleston, SC 29402

Dear Mayor Tecklenburg:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country. Public Law 116-260 includes FY 2021 funding for these programs. Your jurisdiction's FY 2021 available amounts are as follows:

- Community Development Block Grant (CDBG) $860,327
- Recover Housing Program (RHP) $0
- HOME Investment Partnerships (HOME) $545,666
- Housing Opportunities for Persons With AIDS (HOPWA) $917,267
- Emergency Solutions Grant (ESG) $0

Individuals and families across the country are struggling in the face of four converging crises: the COVID-19 pandemic, the resulting economic crisis, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction's CDBG allocation for this year, you also have $3,856,635 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in Opportunity Zones or other target areas in your jurisdiction.

Because the funds are not appropriated by Congress, Housing Trust Fund (HTF) formula allocations will be announced at a later date under separate cover.
HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

[Signature]

James Arthur Jemison II
Principal Deputy Assistant Secretary
for Community Planning and Development
<table>
<thead>
<tr>
<th>NO.</th>
<th>Organization</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Location Services Area</th>
<th>Prior Yr. Funding</th>
<th>2021-2022 CDBG Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Charleston</td>
<td>CDBG Program Administration</td>
<td>Funds will be utilized to administer the City of Charleston's CDBG Program.</td>
<td>City of Charleston</td>
<td>$75,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>2</td>
<td>City of Charleston</td>
<td>Property Maintenance</td>
<td>Funds will be utilized to maintain homes or lots acquired by the City of Charleston.</td>
<td>City of Charleston</td>
<td>$20,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>3</td>
<td>City of Charleston</td>
<td>RPC Substantial Rehabilitation Program</td>
<td>Funds will be utilized to support the administration of the City's loan and deferred loan programs.</td>
<td>City of Charleston</td>
<td>$155,000</td>
<td>$155,000</td>
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<tr>
<td>4</td>
<td>City of Charleston</td>
<td>RPC Substantial Rehabilitation Program</td>
<td>Funds will be utilized to support the City's loan and deferred loan program that provides the substantial rehabilitation of low-to moderate income owner-occupied housing.</td>
<td>City of Charleston</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>5</td>
<td>City of Charleston</td>
<td>RPC Roof Replacement Program</td>
<td>Funds will be utilized to support the City's Roof Program which provides new roofs to eligible homeowners.</td>
<td>City of Charleston</td>
<td>$150,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>6</td>
<td>City of Charleston</td>
<td>Property Acquisition</td>
<td>Funds will be utilized to acquire infill lots.</td>
<td>City of Charleston</td>
<td>$70,000</td>
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<tr>
<td>7</td>
<td>City of Charleston</td>
<td>Employer Assisted Housing</td>
<td>Funds will be utilized to assist City employees with downpayment assistance to purchase a home in the City of Charleston.</td>
<td>City of Charleston</td>
<td>$20,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>NO.</td>
<td>Organization</td>
<td>Project Name</td>
<td>Project Description</td>
<td>Location Services Area</td>
<td>Prior Yr. Funding</td>
<td>2021-2022 CDBG Request</td>
</tr>
<tr>
<td>-----</td>
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<td>-------------------------------------</td>
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<td>------------------------</td>
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<td>------------------------</td>
</tr>
<tr>
<td>8</td>
<td>Charleston Pro Bono Legal Services (PS)</td>
<td>Charleston Pro Bono Home Stabilization Initiative</td>
<td>Funds will be utilized for attorney and paralegal time while assisting City residents with legal issues affecting home stability.</td>
<td>City of Charleston</td>
<td>$15,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>9</td>
<td>Charleston Promise Neighborhood (PS)</td>
<td>CPN Strategic Programming</td>
<td>Funds will be utilized to support school programming, administrative and operational costs for the organization.</td>
<td>City of Charleston</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>10</td>
<td>Charleston Trident Urban League (PS)</td>
<td>House and Home</td>
<td>Funds will be utilized for administrative purposes while administering the House and Home Program.</td>
<td>City of Charleston</td>
<td>$40,000</td>
<td>$45,000</td>
</tr>
<tr>
<td>11</td>
<td>Charleston Trident Urban League</td>
<td>CTUL Fair Housing Program</td>
<td>Funds will be utilized for administrative costs while operating the Fair Housing Hotline Program.</td>
<td>City of Charleston</td>
<td>$40,000</td>
<td>$45,000</td>
</tr>
<tr>
<td>12</td>
<td>Closing the Gap in Health Care, Inc. (PS)</td>
<td>Health Literacy Media Program</td>
<td>Funds will be used to develop and broadcast radio and TV health tips and administer a health summit for low to moderate income residents in the tri-county area.</td>
<td>City of Charleston</td>
<td>$10,000</td>
<td>$35,000</td>
</tr>
<tr>
<td>NO.</td>
<td>Organization</td>
<td>Project Name</td>
<td>Project Description</td>
<td>Location Services Area</td>
<td>Prior Yr. Funding</td>
<td>2021-2022 CDBG Request</td>
</tr>
<tr>
<td>-----</td>
<td>-------------------------------------</td>
<td>-------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
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<td>-------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>13</td>
<td>Humanities Foundation</td>
<td>Shelter Net</td>
<td>100% of the funds will go directly to qualified applicants for emergency financial assistance up to $500/household.</td>
<td>City of Charleston</td>
<td>$20,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>14</td>
<td>One80 Place(PS)</td>
<td>Shelter Operations</td>
<td>Funds will be used to offset the cost of utilities necessary for the daily operation of One80 Place’s emergency shelters and facilities.</td>
<td>35 Walnut St.</td>
<td>$40,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>15</td>
<td>Operation Home</td>
<td>The Critical Home Repair Program</td>
<td>Funds will be utilized to complete repairs for low-income (less than 50% AMI) homeowners.</td>
<td>City of Charleston</td>
<td>$15,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>16</td>
<td>Military Community Connection of SC</td>
<td>The Navigation Center</td>
<td>Funds will be utilized for direct services.</td>
<td>529 Meeting Street</td>
<td>$25,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>17</td>
<td>Trident Literacy Association(PS)</td>
<td>Workforce Development for Low-Income Adults</td>
<td>Funds will be utilized to support GED acquisition and workforce development for low-to-moderate income adults in Charleston.</td>
<td>City of Charleston</td>
<td>$10,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>NO.</td>
<td>Organization</td>
<td>Project Name</td>
<td>Project Description</td>
<td>Location Services Area</td>
<td>Prior Yr. Funding</td>
<td>2021-2022 CDBG Request</td>
</tr>
<tr>
<td>-----</td>
<td>--------------</td>
<td>--------------</td>
<td>---------------------</td>
<td>------------------------</td>
<td>-------------------</td>
<td>-----------------------</td>
</tr>
</tbody>
</table>

Total Recommended (w/ City programs)
<table>
<thead>
<tr>
<th>No.</th>
<th>Organization</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Location of Service Area</th>
<th>Prior Yr. Funding</th>
<th>2021-2022 HOME Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Charleston</td>
<td>HOME Program Administration</td>
<td>Funds will be utilized to administer the City of Charleston's HOME Program.</td>
<td>Citywide</td>
<td>$53,600</td>
<td>$54,567</td>
</tr>
<tr>
<td>2</td>
<td>City of Charleston</td>
<td>RPC Substantial Rehabilitation Program</td>
<td>Funds will be utilized to support the City's substantial rehabilitation program for low-to-moderate income homeowners.</td>
<td>Citywide</td>
<td>$72,107</td>
<td>$80,206</td>
</tr>
<tr>
<td>3</td>
<td>City of Charleston</td>
<td>RPC Rental Rehab</td>
<td>Funds will be utilized to support the City's rental rehabilitation program.</td>
<td>Citywide</td>
<td>$50,000</td>
<td>$75,893</td>
</tr>
<tr>
<td>4</td>
<td>City of Charleston</td>
<td>Property Acquisition</td>
<td>Funds will be used to acquire properties for affordable housing development.</td>
<td>Citywide</td>
<td>$0</td>
<td>$100,000</td>
</tr>
<tr>
<td>5</td>
<td>Palmetto Community Action Partnerships (PCAP)</td>
<td>36 Cooper Street Construction</td>
<td>Funds will be utilized to construct new affordable rental units in the City of Charleston.</td>
<td>36 Cooper St.</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>6</td>
<td>P.A.S.T.O.R.S., Inc.</td>
<td>CHDO Operations Funds</td>
<td>Funds will be utilized for salaries ($38,000) and accounting/audit costs ($12,000)</td>
<td>1 1/2 Addison St.</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>
### 2021 - 2022 HOME Investment Partnerships Program (HOME) Funding Requests

**$545,666 (2021-2022 Allocation)**

<table>
<thead>
<tr>
<th>#</th>
<th>Organization</th>
<th>Project Description</th>
<th>Purpose</th>
<th>Vacant Parcel</th>
<th>City Funds Requested</th>
<th>County Funds Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>P.A.S.T.O.R.S., Inc.</td>
<td>Romney Street Extension Pre-Construction Activity</td>
<td>Their funds will be used for direct construction costs.</td>
<td>Vacant Parcel Identified as Charleston County TMS</td>
<td>$235,000</td>
<td>$35,000</td>
</tr>
<tr>
<td>8</td>
<td>Charleston Redevelopment Corporation</td>
<td>CHDO Operation &amp; Administration of Homeownership Activities</td>
<td>The CRC has several CHDO eligible Homeownership Activities in process and under consideration.</td>
<td>2319 Birdie Garrett St. Charleston, SC</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td>9</td>
<td>Charleston Redevelopment Corporation</td>
<td>Phase Two Birdie Garrett Land trust Homeownership</td>
<td>The CRC will acquire and construct a single family home for sale to a qualifying buyer.</td>
<td>2319 Birdie Garrett St. Charleston, SC</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

**Total Recommended (with City Programs):**

| Total Funding Requested | $235,000 |

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3/12/2021 Page 2 of 2
<table>
<thead>
<tr>
<th>#</th>
<th>Organization</th>
<th>Project Name</th>
<th>Project Description</th>
<th>Location of Service Area</th>
<th>Prior Yr. Funding</th>
<th>2021-2022 HOPWA Request</th>
<th>CD Committee of Council Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lowcountry Aids Services</td>
<td>HOPWA Program</td>
<td>Funds will be utilized for administrative and housing costs related to the provision of housing and related services for persons with HIV or AIDS.</td>
<td>Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA)</td>
<td>$432,800</td>
<td>$445,625</td>
<td>$445,625</td>
</tr>
<tr>
<td>2</td>
<td>Roper St. Francis Healthcare (Ryan White Wellness Center)</td>
<td>HOPWA Program</td>
<td>Funds will be utilized for administrative and housing costs related to the provision of housing and related services for persons with HIV or AIDS.</td>
<td>Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA)</td>
<td>$230,000</td>
<td>$220,000</td>
<td>$220,000</td>
</tr>
<tr>
<td>3</td>
<td>City of Charleston</td>
<td>HOPWA Housing Development</td>
<td>Funds will be used to develop housing for persons living with HIV/AIDS</td>
<td>Berkeley, Charleston, Dorchester Counties or the Metropolitan Statistical Area (MSA)</td>
<td>$129,618</td>
<td>$126,793</td>
<td>$223,124</td>
</tr>
<tr>
<td>4</td>
<td>City of Charleston</td>
<td>HOPWA Program Administration</td>
<td>Funds will be utilized for administrative expenses for the City of Charleston's oversight of the HOPWA program.</td>
<td>City of Charleston</td>
<td>$24,507</td>
<td>$27,518</td>
<td>$27,518</td>
</tr>
</tbody>
</table>

Total Recommended with City Programs: $916,267
Total Funding Requested (only Nonprofits): $685,625
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
ORGANIZATION
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS

THIS CONTRACT (the “Contract”) is entered into as of the _____ day of
__________________, 2021 (the “Effective Date”) by and between the City of Charleston,
South Carolina (the “City”), and ORGANIZATION, a South Carolina nonprofit corporation
(“Habitat” or “Subrecipient”).

WHEREAS, the City has applied for and received funds from the United States Government
under Title 11 of the National Affordable Housing Act of 1992;

WHEREAS, the City wishes to engage the Subrecipient in utilizing fifty thousand dollars
($50,000.00) of 29th Year HOME Investment Partnerships Program funds (the “Funds”) for
Subrecipient’s use in defraying costs for the acquisition of land at XXXX Address Road, all
as further as set forth below; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained
herein the parties agree as follows:

1. SCOPE OF SERVICE

A. Activities

Subrecipient shall use the Funds to defray the cost to purchase that certain parcel of
land located in the City of Charleston, County of Charleston, State of South Carolina,
bearing Charleston County Tax Map No. 312-00-00-398, and having a street address
of XXXX Address Road (the foregoing parcel of real property shall be referred to
herein collectively as the “Property”). Subrecipient shall construct one (1) single-
family detached home on the Property (the “Affordable Housing Unit”) for a person
or household earning eighty (80%) percent or below the Area Median Income (“AMI”)
as defined in Paragraph V (2) below (the “Affordability Threshold”). The
Subrecipient shall utilize Funds only for the purposes outlined in the narrative
attached as Addendum A and incorporated herein by reference.
B. Performance/Objectives Monitoring

1. The City shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance by Subrecipient, as determined by the City shall constitute a default under this Contract and shall entitle the City, subject to any applicable cure periods afforded to Subrecipient hereunder, to any and all remedies available under this Contract, at law or in equity.

2. The Subrecipient acknowledges that compliance with its obligations under this Contract shall not automatically entitle the Subrecipient to future funding by the City.

3. The Subrecipient further acknowledges that the "general objective category" for this Project is "affordability" and the "general outcome category" is "decent housing" as such terms are defined in the Community Planning Development Outcome Measurement System guidelines promulgated by the U.S. Department of Housing and Urban Development.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.

D. Budget

The program budget (the "Budget") attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Construction of the Project and related activities shall commence on the Effective Date and shall end on the date that is twelve (12) months thereafter (the "Construction Period"). Notwithstanding completion of the Project, this Contract shall continue in full force and effect until the later of (a) the expiration of the Affordability Period or (b) the time period during which the Subrecipient remains in control of HOME funds or other assets, including Program Income (hereafter defined). The City shall be entitled to review the performance of the Subrecipient to determine whether the Subrecipient is constructing the Project in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City shall conduct an assessment to determine the amount of funds remaining in the Subrecipient's control. In the event the Subrecipient fails to complete the Project on or before the expiration of the Construction Period in accordance herewith, and should the Subrecipient demonstrate to the City's reasonable satisfaction that such failure to timely complete has resulted from factors beyond the Subrecipient's reasonable control, the City shall provide
Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City. Should Subrecipient fail to fulfill its obligations as herein set forth, the City reserves the right, in addition to any other remedy available at law or in equity, to declare Subrecipient in default under this Contract, terminate Subrecipient's access to the Funds or terminate the Contract in its entirety, at no cost to the City.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City under this Contract shall not exceed fifty thousand dollars ($50,000.00).

B. The Funds shall only be used and applied as expressly authorized in accordance with this Contract, and Funds shall not be used for direct or indirect payment of administrative costs incurred by the Subrecipient.

IV. NOTICES

Communication and details concerning this Contract shall be directed to the following contract representatives:

City of Charleston:

Ms. Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
843. 724-3766; Fax: 843. 965-4180
JOHNSONG@charleston-sc.gov

City of Charleston Legal Department
Post Office Box 652
Charleston, South Carolina 29402
843.724.3730; Fax: 843.724.3706

Office of the Mayor
Attn: Mayor John J. Tecklenburg
Post Office Box 304
Charleston, South Carolina 29402
843.577.7509; Fax: 843.720.3827

Subrecipient:

ORGANIZATION,
Executive Director
2545 XXXX Road
V. SPECIAL CONDITIONS

A. Property Standards

Housing units that are constructed with the assistance of HOME funds, at a minimum, shall meet the Housing Quality Standards contained within 882.109 of the HOME regulations and must comply with and adhere to local building codes administered by the City.

B. Qualification as Affordable Housing and Income Targeting

The Affordable Housing Unit shall remain affordable, pursuant to deed restrictions approved in advance in writing by the City, for not less than thirty (30) years (the "Affordability Period"). In the event of a sale of the Property or transfer during the Affordability Period, the City shall require that the Property is sold to another qualified buyer. For the purposes of this Contract, a qualified buyer is a person or household meeting the Affordability Threshold.

C. Administration of Program

Subrecipient has developed and operates a program for the construction of houses to be occupied by low and moderate homebuyers meeting the Affordability Threshold. The program shall comply with the requirements set forth in this Contract.

D. Affordability of Housing

The Affordable Housing Unit constructed by the Subrecipient for low to moderate income homebuyers shall meet the requirements set forth in Section 92.254 of the OMB Regulations.

1. The Affordable Housing Unit must be a single-family detached house, residence, condominium unit or cooperative unit for person(s) (1-4 family members) meeting the Affordability Threshold;

2. The initial purchase price of the Affordable Housing Unit (or value of the Affordable Housing Unit after rehabilitation) shall not exceed Single Family Mortgage Limits for the State of South Carolina or the City as established by the Federal Housing Administration's 203(b) Mortgage Insurance Program; and

3. The actual principal, interest, property taxes and insurance for the
purchase of the Affordable Housing Unit shall not exceed 30% of the monthly income of a family meeting the Affordability Threshold. To be eligible for assistance under this Contract, a homebuyer must occupy the Affordable Housing Unit as his/her principal residence and shall meet the Affordability Threshold. All income must be verified and documented. If more than six (6) months elapses between qualification and the closing date of the purchase of the Affordable Housing Unit, income of the purchaser must be verified again prior to closing of the purchase of the Affordable Housing Unit to confirm the purchaser’s qualification and eligibility pursuant to this Contract.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee or joint ventures between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation, taxes, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Subrecipient is a non-profit organization chartered under the State of South Carolina.

C. Indemnification and Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this Contract.

E. Insurance and Bonding

The Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.
F. **Grantor Recognition**

The Subrecipient shall ensure recognition of the role of the City as the grantor agency in providing services and funding pursuant to this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. **Amendments**

This Contract may not be amended or modified except in a writing signed by each of the parties hereto.

The City may, at its discretion, amend this Contract to conform with Federal, State and/or local government 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 this Contract, such modifications shall be incorporated only by written agreement signed by both the City and the Subrecipient.

H. **Suspension or Termination**

Except as provided in Section 85.44 of 24 CFR Subtitle A, this Contract may be suspended or terminated in whole or in part only as follows:

In addition to any other remedy available under this Contract, at law or in equity, the City may suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein. If the City determines that the Subrecipient is in noncompliance, it shall notify Subrecipient in writing of noncompliance. Thereafter, if the Subrecipient fails to correct noncompliance within thirty (30) days, then the Subrecipient shall, at the option of the City, be declared in default and the City may declare the Subrecipient ineligible for any further participation in City contracts, and shall be entitled to seek any other remedies available under this Contract, at law or in equity.

I. **Covenants.**

Anything contained herein notwithstanding, during the Affordability Period, the Property, the Project, the Affordable Housing Unit or other portion thereof shall not be sold, conveyed, or transferred by Subrecipient or any subsequent owner of the Property, in violation of the Affordable Housing Restrictive Covenants as hereinafter described. Subrecipient shall execute certain restrictive covenants which shall run with the land and require the Affordable Housing Unit to be held, transferred and conveyed subject to such Affordable Housing Restrictive Covenants (the
"Affordable Housing Restrictive Covenants"), the form of which shall be subject to the approval of the City and shall comply with the terms outlined on Addendum E, attached hereto and incorporated herein by reference. The Affordable Housing Restrictive Covenants shall provide, generally, that during the Affordability Period, the Affordable Housing Unit shall be held, owned, sold, conveyed, transferred, only for the purposes outlined in this Contract.

VII. **ADMINISTRATIVE REQUIREMENTS**

A. **Financial Management**

1. **Financial Management Standards**

   The Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. **Accounting Standards**

   The Subrecipient shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. **Cost Principles**

   The Subrecipient shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if the Subrecipient is a governmental or quasi-governmental agency, the Subrecipient shall comply with the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", for all costs incurred whether charged on a direct or indirect basis.

4. **Program Income**

   As used herein, "Program Income" means gross income earned by the Subrecipient from activities directly supported by the Funds. Such earnings include interest earned on advances. Such earnings may also include, but shall not be limited to, income from service fees. The Subrecipient shall retain Program Income to carry out the programs expressly identified in Section 1 of this Contract or other programs authorized by the City. Funds from the sale of real or personal property either provided by the City or purchased in whole or in part with Funds shall also be used for the programs described herein.
B. **Documentation and Record-Keeping**

1. **Records to be Maintained**

   The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

   a. Records providing a full description of the Project and each sale of the Affordable Housing Unit to a Qualified Owner;
   
   b. Records demonstrating that Project and each sale of the Affordable Housing Unit to a Qualified Owner meets income requirements, affordability requirements and property standards;
   
   c. Records required to determine the eligibility of activities;
   
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (including the Funds);
   
   e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
   
   f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
   
   g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. **Intentionally Omitted.**

3. **Client Data**

   The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City and HUD staff or their designees for review upon request. Such records shall be kept for the Affordability Period applicable to this Project under the HOME Program project based requirements.
4. Property Records

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after the final disposition of such Property. Records for any displaced person must be kept for five (5) years after he/she has received final payment as specified in 24 CFR Part 92.353 (f).

5. Close-Outs

Subrecipient obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

Upon its expiration or dissolution, Subrecipient shall transfer to the City any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under the Subrecipient’s control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, including the Property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the Property.

6. Audits and Inspections

   a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City, the Federal Government, or their designees, at any time during normal business hours, as often as the City or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

   b. Any deficiencies noted in audit reports shall be addressed by the Subrecipient within 30 days after receipt of notice of such deficiencies by the Subrecipient and cleared by the Subrecipient within six months. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.
7. **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the City on a quarterly basis in the form and content required by the City. In addition to any other remedy available under this Contract, at law or in equity, Funds may be withheld until such documentation is submitted.

8. **Fraud Policy**

In order to protect the Funds granted to the City and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient is required to have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss and/or other inappropriate conduct involving the Funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.

C. **Financial Reporting and Payment Procedures**

1. **Budgets**

The Subrecipient shall submit a detailed budget in a form and content prescribed by the City's Finance Department for approval by the City. The City and the Subrecipient may agree to revise the budget form from time to time in accordance with existing city policies.

2. **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with OMB Circulars A-21, A-87 or A-122, as applicable, for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval, such approval to be granted or withheld in the City's sole discretion.

3. **Payment Procedures**

The City shall reimburse or make available to Subrecipient monies available from the Funds under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any such approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of the Subrecipient.
4. **Audit of Records**

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors who are licensed Certified Public Accountants to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. The Subrecipient shall further agree to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City.

5. **Transparency Act Requirements**

The Subrecipient shall ensure that the City is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA required federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds.

The information shall include the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number
5. CFDA
6. Project Description
7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

D. **Procurement**

1. **Compliance**

The Subrecipient shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Contract.

2. **OMB Standards**

The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall
subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. **Relocation, Acquisition and Displacement**

The Subrecipient shall comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing the Funds. The Subrecipient also agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The Subrecipient agrees further to comply with applicable City ordinances, resolutions and policies concerning displacement of individuals from their residences.

VIII. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. **Nondiscrimination**

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Intentionally Omitted**
4. **Section 504**

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

**B. Affirmative Action**

1. **Approved Plan**

The Subrecipient shall carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to the Subrecipient to assist in the formulation of such a program.

2. **Women/Minority Owned Businesses**

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by such participants regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

The Subrecipient shall furnish and cause each of its subcontractors to furnish any and all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
C. Employment Restrictions

1. Prohibited Activity
   a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
   b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   c. The Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant’s health or safety.

3. Labor Standards

The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage
requirements of this part. Such documentation shall be made available to the City and HUD officials upon request.

The Subrecipient shall agree that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.

4.  "Section 3" Clause

a.  Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon the Subrecipient and any contractors or subcontractors for work in connection with this Contract. Further, the Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

"The work to be performed under this Contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5.  Debarred, Suspended or Ineligible Contractors
Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor or Subrecipient during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto.

2. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Contract. The Subrecipient further covenants that in the performance of this Contract no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or Subrecipients which are receiving funds under the HOME Program.

3. Religious Organizations

The Subrecipient agrees that Funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. Subcontracts

a. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content
The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to ensure compliance with this Contract. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD
assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Hazardous Materials.

Subrecipient covenants that it shall not permit any Hazardous Materials to be brought onto the Property. In the event the presence of Hazardous Material is discovered on the Property, such Hazardous Materials shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations. Subrecipient shall notify the City of any enforcement, clean-up, remediation or other actions regarding the Property and any claims made or threatened by third parties against Subrecipient relating to losses or injuries resulting from the Hazardous Materials. Subrecipient shall provide to the City, in form and substance satisfactory to the City, copies of all documentation and data relating to or dealing with any Hazardous Materials used, stored or released in or on the Property and the easements or rights of access to the Property for the purposes of conducting environmental investigations and audits deemed necessary or desirable by the City.

Subrecipient agrees that Subrecipient shall reimburse the City for and hold the City harmless from all fines or penalties made or levied against the City by any Governmental Authorities or other agency or authority as a result of or in connection with (i) the use of the Property, (ii) the use of facilities thereon (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials, or any other material, the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule, regulation, ordinance or order at any time, or (iv) any release of any nature onto the ground or into the water or air from or upon the Property at any time. Subrecipient also agrees that Subrecipient shall reimburse the City for and indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorneys’ fees) and for all civil judgments or penalties incurred, entered, assessed, or levied against the City as a result of Subrecipient’s use of the Property. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by Subrecipient from or upon the Property and all expenses incurred by the City as a result of such civil actions, including, but not limited to, reasonable attorneys’ fees and expenses. In addition, Subrecipient hereby agrees to indemnify, defend and hold the City and its successors and assigns harmless from and against any and all claims, demands, suits, losses,
damages, assessments, fines, penalties, costs or other expenses (including attorneys’ fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or property damage due to a release or alleged release of Hazardous Materials in the surface or ground water arising from Subrecipient’s business operations, or gaseous emissions arising from Subrecipient’s business operations or any other condition existing or arising from Subrecipient’s business operations resulting from the use or existence of Hazardous Materials, whether such claim proves to be true or false. Subrecipient further agrees that its indemnity obligations include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Subrecipient, regardless of whether Subrecipient has paid the employee under the workers’ compensation laws of any state or other similar federal or state legislation for the protection of employees. The term “property damage”, as used in this paragraph includes, but is not limited to, damage to any real or personal property of Subrecipient the City and any third parties. Subrecipient’s obligations hereunder shall survive the repayment of the Loan and any foreclosure of the Mortgage or other collateral securing the Loan or any deed in lieu of foreclosure. As used herein, “Hazardous Materials” includes all materials defined as hazardous wastes or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos.

X. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

XI. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient shall abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

XII. INCORPORATION OF LAWS, RULES AND REGULATIONS

All Local, State and Federal laws, rules, and regulations, including, without limitation, those specifically referenced herein (collectively, the “Applicable Regulations”), applicable to Subrecipient, the Funds or the Property are incorporated herein by reference and made a part hereof. Subrecipient shall comply with all Applicable Regulations, and failure to so comply shall be an event of default under this Contract.

XIII. CONTRACT SHALL RUN WITH THE LAND.
The terms, conditions and obligations of this Contract shall touch and concern and run with title to the Property, shall be perpetual except as set forth herein, and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns.

XIV. APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of South Carolina. By executing this Contract, the Subrecipient shall submit itself to the jurisdiction of the state court of the State of South Carolina, County of Charleston, for all matters arising or to arise hereunder, including but not limited to performance of said Contract and the payment of all licenses and taxes of whatever kind or nature applicable thereto.

***Remainder of Page Intentionally Left Blank***
[Signatures on Following Page]
IN WITNESS WHEREOF, the City of Charleston and the ORGANIZATION, have entered into this Contract as of the date first above written.

CITY OF CHARLESTON

By: ___________________________ Witness: ___________________________
    Mayor

By: ___________________________ Witness: ___________________________
    Clerk of Council

ORGANIZATION,
a South Carolina nonprofit corporation

By: ___________________________ Witness: ___________________________
    Executive Director

By: ___________________________ Witness: ___________________________
    Chairman
ADDENDUM A
SCOPE OF SERVICES
ORGANIZATION

ORGANIZATION shall accomplish the following goals during the Construction Period:

A) Subrecipient shall use the Funds to defray the cost to purchase the parcel of land located in the City of Charleston, County of Charleston, State of South Carolina, bearing Charleston County Tax Map No. 312-00-00-398, XXXX Address Road.

B) Subrecipient shall ensure compliance with the Promissory Note and Mortgage attached hereto and included as Addendum C and Addendum D, respectively. The Affordable Housing Unit shall serve as the primary residence of the person or household occupying such Affordable Housing Unit. Subrecipient acknowledges that the Promissory Note includes the Funds to be delivered to Subrecipient under this Contract. Subrecipient acknowledges that the Mortgage shall encumber the Property contemplated in this Contract.

C) Subrecipient shall ensure that the Affordable Housing Unit is developed within the Construction Period.

D) Subrecipient shall ensure that the Affordable Housing Unit is sold to a qualified buyer (in accordance with Section V (2) on or before the date that is six (6) months after receiving the applicable Certificate of Occupancy. Should the Affordable Housing Unit not sell, the Subrecipient shall be required to rent to a person or household earning sixty percent (60%) or below the Area Median Income as defined by HUD. During the rental period, best efforts should be taken to ensure the sale of the Affordable Housing Unit to a buyer meeting the Affordability Threshold.

E) Subrecipient shall complete an environmental review of the Property to ensure compliance with HUD regulations.

F) Subrecipient shall provide to the City qualifying information for each person/household purchasing an Affordable Housing Unit, to include; household income, number of persons residing in the Affordable Housing Unit and the amount of all subsidy provided.

G) Subrecipient shall pursue funding to ensure ongoing sustainability of the housing programs and the organization.

H) Subrecipient shall also adhere to the Affordable Housing Restrictive Covenants attached hereto and incorporated herein by reference as Addendum E. The Affordable HousingRestrictive Covenants shall be recorded in the ROD Office for Charleston County together with the Mortgage.
attached hereto as Addendum D.
ADDENDUM B

City of Charleston
Budget Summary for the Program Period of
June 1, 2020 to May 31, 2021

Name of Project/Program: XXXX Address Road.
Name of Organization: ORGANIZATION,

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Charleston Home Investment</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>Partnerships Program Award</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 50,000.00</strong></td>
</tr>
</tbody>
</table>
ADDENDUM C

HOME PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain CONTRACT BETWEEN THE CITY OF CHARLESTON AND ORGANIZATION FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS relating to construction funds in the amount of $50,000.00 (the "Construction Contract" or "Contract"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, ORGANIZATION, a South Carolina nonprofit corporation, the undersigned (hereinafter referred to as the “Borrower”) promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Thirty (30) years plus one day after the execution of this Note, if not sooner paid, the principal sum of Fifty Thousand ($50,000.00) Dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of maturity, prepayment, or default hereunder (whichever should occur first). Said rate shall be calculated on an annual basis (the “Interest Rate”) and said Interest Rate may be waived or reduced by and under the sole discretion of the City. This Note evidences a loan by the City to the Borrower for the exclusive purpose of constructing residential property for sale on that certain parcel of land located in the City of Charleston, County of Charleston, State of South Carolina, bearing Charleston County Tax Map No. 312-00-00-398, with a street address of XXXX Address Road (the “Property”) for the development, in accordance with the Contract by Borrower subject to the terms and conditions of the Contract.

This Note is secured by a Mortgage on the above-referenced Property of even date herewith in favor of the City.

So long as the Borrower complies with the terms and conditions of the Contract, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of Thirty (30) years from the date of this Note, any then-outstanding balance shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the City to protect its security as provided herein or in the Mortgage securing this Note, and the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further
that in the event the Borrower defaults in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the City.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the City with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the City’s rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The City: City of Charleston
City Hall
P.O. Box 304
Charleston, SC 29402
Attn: Director, Dept. of Housing & Community Development

The Borrower: ORGANIZATION
2545 Bohicket Road
Johns Island, SC 29455
Attn: Chief Executive Officer or Executive Director

The Borrower shall notify the City of any change in the Borrower’s address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney’s fees of not less than ten (10%) percent of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment
of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of Fifty Thousand ($50,000.00) Dollars.

This Note is secured by a Mortgage of even date encumbering the Property located in the City of Charleston, County of Charleston, State of South Carolina.

***Remainder of Page Intentionally Left Blank***
[Signatures on Following Page]
IN WITNESS THEREOF, the undersigned has executed this Note on this _____ day of __________________, 2020.

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

_________________________
Witness

_________________________
Witness

ORGANIZATION,
a South Carolina nonprofit corporation

By: _____________________________
Name: ___________________________
Its: _____________________________
ADDENDUM D

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON  )

HOME PROGRAM MORTGAGE

THIS HOME PROGRAM MORTGAGE (herein the "Mortgage") is made this _____ day of
______________________, 2020 by ORGANIZATION, a South Carolina nonprofit corporation, whose address
is 2545 Bohicket Road, Johns Island, South Carolina 29455 (herein the "Mortgagor") in favor of the City of
Charleston, whose address is City Hall, P. O. Box 304, Charleston, South Carolina 29402 (herein the
"Lender").

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Home Program
Promissory Note of even date herewith (herein the "Note"), the terms of which are incorporated by reference
herein, in the original principal sum of Fifty Thousand ($50,000.00) Dollars, with interest thereon, the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security
of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained,
Mortgagor by these presents does grant, bargain, sell and release unto the Lender, the City of Charleston,
its successors and Assigns, the following real property located in the City of Charleston, Charleston County,
State of South Carolina, described in Exhibit A attached hereto and incorporated by reference herein (herein
the "Property").

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the
said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the Property unto the said Lender, its successors and
assigns, forever, together with all the improvements now or hereafter erected on the Property, and all
easements, rights, appurtenances, rents as provided herein at the sole election of the Lender, royalties,
minerals, oil and gas rights and profits, water, water rights, water stock, and all fixtures now or hereafter
attached to the Property, all of which, including replacements and additions hereto, shall be deemed to be
and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are hereby included
in the term "Property".

The Mortgagor covenants that the Mortgagor is lawfully seized of the estate hereby conveyed and
has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender’s interest in the Property.

The Mortgagor and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** The Mortgagor and Lender acknowledge and agree that this Mortgage is security for the obligation of the Mortgagor, ORGANIZATION, to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. **Upkeep of Property.** The Mortgagor shall keep the dwellings when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Mortgagor shall complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Mortgagor shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Mortgagor shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. **Insurance, etc.** The Mortgagor shall provide, maintain and deliver to the Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the Property, the Lender shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor shall assign to the Lender any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.
4. **Taxes, etc.** The Mortgagor shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency or default thereof. The Lender may, in addition to its other remedies provided herein, cause the same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

5. **Change in Form of Ownership.** The Mortgagor shall not convert the dwelling unit on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low-or very low-income households (as these terms “affordable” and “low-or very low-income households” may be defined by the Lender or HUD).

6. **INTENTIONALLY OMITTED**

7. **Occupancy Control; Compliance with Contract.** The Mortgagor hereby covenants and agrees that it shall construct housing at the Property for the purpose of providing a for-sale dwelling unit for a person or household earning 80% and below the Area Median Income. The Mortgagor further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. **Affirmative Marketing Policy.** The Mortgagor agrees to comply with the Lender’s Affirmative Marketing Policy for the duration of the Mortgage.

9. **Superior liens; Subordination.** Mortgagor covenants and agrees that this Mortgage shall be a first priority lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Mortgagor shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. **Layering.** The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Mortgagor agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.
11. **Mortgagors Not Released.** Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Mortgagor or any successor in interest of the Mortgagor shall not operate to release, in any manner, the obligations of the original Mortgagor and Mortgagor's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

12. **Forbearance by Lender Not a Waiver.** Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. **Lender as Attorney in Fact.** Subject to the terms of any prior mortgage encumbering the Property, the Mortgagor hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Assignment, Assumption.** The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Mortgagor without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing an agreement agreed to between the Lender, Mortgagor and transferee.
16. **Successors and Assigns Bound.** The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Mortgagor, if any.

17. **Joint and Several Liability.** All covenants and agreements of the Mortgagor shall be joint and several.

18. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. **Notice.** Any notice of one party to the other shall be in writing to the parties as follows:

   As to Lender:

   City of Charleston
   Attn: Community Development Director
   City Hall
   P.O. Box 304
   Charleston, South Carolina 29402

   As to Mortgagor:

   ORGANIZATION
   Attn: Executive Director or Chairperson of the Board
   2545 Bohicket Road
   Johns Island, South Carolina 29455

   The Mortgagor shall notify the Lender of any change in the Mortgagor's address.

20. **Governing Law and Severability.** This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. **Mortgagor's Copy.** The Mortgagor shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) Thirty (30) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Mortgagor defaults in any of the terms, conditions or covenants
of this Mortgage or in the event the Mortgagor defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. **Rights to Appoint Receiver.** Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. **Attorney’s Fees.** Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including reasonable attorney's fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. **Termination of Mortgage.** When the Mortgagor, Mortgagor’s heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void. Otherwise it shall remain in full force and effect in accordance
with the terms of the Note and Mortgage.

26. **Riders.** The terms and conditions of any rider executed by Mortgagor and recorded together with this Mortgage shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider is a part of this Mortgage.

26. **Mortgagor’s Right to Possession.** The Mortgagor is to hold and enjoy the Property until default of payment shall be made.

Upon completion of all terms and conditions of this Note by the Mortgagor and upon payment of any and all balance due, the Mortgagor shall be entitled to a release and satisfaction of this Note by the Lender at the Mortgagor’s own cost.

***Remainder of Page Intentionally Left Blank***

[Signatures on Following Page]
IN WITNESS THEREOF, the Mortgagor has executed this Mortgage this _____ day of ______________________, 2020.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

ORGANIZATION,
a South Carolina nonprofit corporation

Witness

By: ________________________________
Name: ________________________________

Witness

I, ________________________________ the undersigned Notary Public, do hereby certify that ORGANIZATION, a South Carolina nonprofit corporation, by ________________________________, its ________________________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of ______________________, 2020.

______________________________
Notary Public
State of South Carolina
My Commission Expires: ____________________

[SEAL]
Exhibit A

(Legal Description of the Property)
ADDENDUM E

FORM OF AFFORDABLE HOUSING RESTRICTIVE COVENANTS

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

RESTRICTIVE COVENANTS

WHEREAS, ORGANIZATION, a South Carolina nonprofit corporation ("Habitat"), owns fee simple title to that certain parcel of land located in the City of Charleston, County of Charleston, State of South Carolina bearing Charleston County Tax Map No. 312-00-00-398, with a street address of XXXXX Address Road, the same being more particularly described on Exhibit A attached hereto and incorporated herein by reference (together with any improvements now or hereafter located thereon, the "Property"); and

WHEREAS, Habitat intends to construct, or cause to be constructed, one (1) single-family detached home on the Property for sale to a person or household earning eighty percent (80%) and below the Area Median Income (as contemplated below), together with related utilities, infrastructure, and personal property, all as more particularly set forth hereinafter (collectively, the "Project"); and

WHEREAS, the City of Charleston (the "City") has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992 (the "Act"); and

WHEREAS, in order to finance a portion of the cost of the Project, Habitat has applied for access to funds held by the City under the Act totaling $50,000.00 (the "Funds"); and

WHEREAS, pursuant to the terms of that certain CONTRACT BETWEEN THE CITY OF CHARLESTON AND ORGANIZATION FOR HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS relating to construction funds in the amount of $50,000.00 (the "Construction Contract"), the City has agreed to make the Funds available to Habitat via a loan (the "Loan") to Habitat totaling $50,000.00, which Loan is evidenced by a Home Program Promissory Note (the "Note") and a Home Program Mortgage (the "Mortgage") from Habitat to the City, which Mortgage is recorded simultaneously herewith; and

WHEREAS, the Construction Contract requires that the Property be subjected to certain restrictions regarding the future use of the Property; and

WHEREAS, the City desires to evidence such restrictions by recording these Restrictive Covenants (the "Restrictive Covenants").

NOW, THEREFORE, IN CONSIDERATION OF the benefits to Habitat set forth in the Construction Contract and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Habitat, Habitat hereby declares as follows:

1. The above recitals are incorporated into the operative provisions of these
Restrictive Covenants by this reference.

2. For the entire Affordability Period (hereinafter defined) the Property shall be held, mortgaged, transferred, sold, conveyed, leased, occupied and used subordinate and subject to the restrictions, covenants, liens and conditions set forth in these Restrictive Covenants, which restrictions, covenants, liens and conditions shall touch and concern and run with title to the Property and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns. Anything contained herein, or in the Note or Mortgage to the contrary notwithstanding, these Restrictive Covenants shall continue in full force and effect for a period of 30 years from the date hereof (the “Affordability Period”), without regard to payment of the Loans or discharge of the debts evidenced thereby.

3. Habitat hereby covenants and agrees that for the entire Affordability Period, the Property shall be sold to low-and very low-income households which are families and individuals whose incomes do not exceed 80% of the Area Median Income as established by HUD.

4. Habitat shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein rents are not affordable to low- or very low-income households (as these terms “affordable” and “low-or very low-income households” may be defined by the City and/ or HUD).

5. In the event that the Property is, at any time, being used as a rental property, the rental restrictions set forth below in Sections 6-9 shall also apply to the Property.

6. Habitat agrees only to lease the dwelling units to low-and very low-income households and further agrees not to charge any rent that is in excess of the rent allowed as “HOME Rent” under the provisions of the applicable HOME Program Regulation. Habitat further agrees not to include in any lease any of the “prohibited lease provisions” as provided by the City and/ or HUD.

7. Habitat shall not discriminate against or deny occupancy of any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State, or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the Property be one reserved for elderly tenants or special needs tenants as approved by the City or HUD. Additionally, Habitat shall be responsible for renting the Property without regard to race, color, religion, sex, national origin, age or handicap of the tenant.

8. Habitat hereby covenants and agrees that for the entire Affordability Period, 100% of the Property shall be rented to low-and very low-income households which are families and individuals whose incomes do not exceed 60% of the Area Median Income as established by HUD.
9. Habitat covenants and agrees that for the entire Affordability Period, only “affordable rents” as determined by HUD shall be charged for the rental of the units in the Property. Habitat must annually verify the tenant’s income and also sign a recertification that the incomes have been verified.

10. Habitat agrees to comply with City’s Affirmative Marketing Policy for the duration of the Affordability Period.

11. The invalidity or unenforceability of any provision of these Restrictive Covenants shall not affect the other provisions hereof, and these Restrictive Covenants shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. The City is the intended beneficiary of these Restrictive Covenants and shall have the full right of enforcement of the terms hereof.

***Remainder of Page Intentionally Left Blank***
[Signature on Following Page]
IN WITNESS WHEREOF, Habitat has executed these Restrictive Covenants this _____ day of _________________, 202__.

SIGN, SEALED AND DELIVERED IN THE PRESENCE OF:

____________________________________
Witness 1

____________________________________
Witness 2

____________________________________

ORGANIZATION,
a South Carolina nonprofit corporation

By: _________________________________
Name: ______________________________
Its: ________________________________

STATE OF SOUTH CAROLINA )
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that ____________________________, the __________________ of ORGANIZATION, a South Carolina nonprofit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and Official Seal this the ___ day of _________________, 202__.

__________________________________________
Notary Public for South Carolina
Printed Name of Notary: _____________________
My Commission Expires: ___________________
EXHIBIT A

Legal Description
CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
ORGANIZATION.
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT

THIS CONTRACT (the "Contract") is entered into as of the _____ day of ______________, September, 2020, by and between the City of Charleston, South Carolina (the "City"), and ORGANIZATION, a South Carolina nonprofit corporation (the "Subrecipient").

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City of Charleston wishes to engage Subrecipient in the utilization of fifteen thousand ($15,000.00) dollars in the 46th Year Community Development Block Grant (CDBG) Program (the "Funds") as set forth below.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

Subrecipient shall utilize the Funds for administrative support in its efforts to provide free services to one hundred (100) low and moderate income residents residing in the City of Charleston, South Carolina. For the purposes of this Contract, low and moderate income residents are those earning no more than one hundred and twenty percent (120%) of the Area Median Income. The Subrecipient shall utilize the Funds for the purpose outlined in the narrative attached thereof as Addendum A.

B. Performance/Objective Monitoring

1. The City of Charleston shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance by Subrecipient, as determined by the City of Charleston, shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within thirty days after being notified by the City of Charleston, Contract suspension or termination procedures shall be initiated. Additionally, such non-compliance will constitute a default
under this Contract and will entitle the City to any and all remedies available under this Contract, at law or in equity.

2. The Subrecipient acknowledges that compliance with the productivity goals as established herein shall not automatically entitle the Subrecipient to future funding by the City of Charleston.

3. The Subrecipient further acknowledges that the general objective category for this project is accessibility for the purpose of creating suitable living environments.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.

D. Budget

The program budget (the “Budget”) attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the date written above and shall end twelve (12) months thereafter (the “Performance Period”). The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the Funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its CDBG-assisted activities in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of Funds remaining in the Subrecipient’s control. In the event that the Subrecipient’s performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient’s reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston’s finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as herein set forth, the City of Charleston reserves the right to cease the Subrecipient’s access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.
III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this Contract shall not exceed fifteen thousand ($15,000.00) dollars.

B. Disbursements of the Funds to Subrecipient shall be made on a reimbursement basis upon receipt of invoices, supporting documentation, and approval by the City.

IV. NOTICES

All notices required under this Contract to either of the parties hereto shall be deemed properly given when deposited in United States mail either by registered or certified mail. Communication and details concerning this contract shall be directed to the following contract representatives:

**City of Charleston**  
Geona Shaw Johnson, Director  
Department of Housing and Community Development  
75 Calhoun Street, Suite 3200  
Charleston, South Carolina 29401  
843.724.3766; Fax: 843.965.4180  
Email: johnsong@charleston-sc.gov

**City of Charleston Legal Department**  
50 Broad Street  
Charleston, South Carolina 29401  
843.724.3730; Fax: 843.724.3706

**Office of the Mayor**  
Mayor John J. Tecklenburg  
Post Office Box 625  
Charleston, South Carolina 29401  
843.577.6970; Fax: 843.720.3827

**Subrecipient**  
ORGANIZATION.  
Attn: Executive Director  
XXX Street  
Charleston, South Carolina 29413  
843.853.6456;  
Email: EMAIL@GMAIL.COM
V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds provided under this Contract. The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to those regulations. The Subrecipient further agrees to utilize the Funds being made available under this Contract to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200. The Subrecipient shall provide evidence to the City that the insurance requirements are met.

F. Grantor Recognition
The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

Subrecipient may amend this Contract at any time provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both parties, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this Contract.

The City of Charleston, may, at its discretion, amend this Contract to conform with Federal, State and/or local government 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 this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.

H. Suspension or Termination

In addition to any other remedy available under this Contract, at law, or in equity, the City may suspend or terminate this Contract, in whole or in part, if Subrecipient materially fails to comply with any term of this Contract or with any of the rules, regulations or provisions referred to herein. If the City determines that Subrecipient is not in compliance with this Contract, it shall notify Subrecipient in writing of such noncompliance. Thereafter, if Subrecipient fails to correct noncompliance within thirty (30) days, then Subrecipient shall, at the option of the City, be declared in default and the City may declare Subrecipient ineligible for any further participation in City contracts, and the City shall be entitled to seek any and all remedies available to it under this Contract, at law, or in equity.

VI. ADMINISTRATION REQUIREMENTS

A. Financial Management

1. Accounting Standards
Subrecipient shall comply with the accounting principles and procedures required in 2 CFR Part 200, and utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in accordance with 2 CFR Part 200 for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR Part 570.502; and
g. Other records necessary to document compliance with 24 CFR 570.208; and
h. Time sheets of employees whose salaries are paid with CDBG funds.

2. Retention of Records

The Subrecipient shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
3. **Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to the City of Charleston and HUD staff or their designees for review upon request.

4. **Property Records**

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties maintained shall continue to meet eligibility criteria and shall conform to the "change of use" restrictions specified in 24 CFR Part 570.505.

5. **National Objectives**

The Subrecipient shall maintain documentation that demonstrates that the activities carried out with funds under this Contract meet one or more of the CDBG program's national objectives: (1) benefit low and moderate income persons, (2) aid in the prevention of slums and blight, or (3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

6. **Close-Outs**

Subrecipient's obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.

Upon its expiration or dissolution, the Subrecipient shall transfer to the City of Charleston any Funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such Funds. Any real property or equipment under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must be returned to the City and disposed of in a manner which result in the City being reimbursed in the amount of the current fair market value of the property,
less any portion thereof attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

7. **Audits and Inspections**

   a. All Subrecipient records, with respect to any matters covered by this Contract, shall be made available to the City of Charleston, the Federal Government, or their designees, at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

   b. Any deficiencies noted in audit reports must be addressed by the Subrecipient within 30 days after receipt by the Subrecipient and cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

8. **Fraud Policy**

   In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient is required to have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy shall be provided to the City upon request.

9. **Transparency Act Requirements**

   Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

   1. Subrecipient Entity Information (FAIN);
   2. Principal Place of Performance;
3. Executive Compensation Data if applicable;
4. DUNS Number and/or Parent DUNS number;
5. CFDA;
6. Project Description;
7. Total Funding Amount;
8. Contract Execution Date;
9. Reporting Month.

10. **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. Funds may be withheld until such documentation is submitted.

C. **Financial Reporting and Payment Procedures**

1. **Budgets**

The Subrecipient shall submit a detailed Contract budget in a form and content prescribed by the City's Finance Department for approval by the City. The City of Charleston and the Subrecipient may agree to revise the budget from time to time in accordance with existing City policies.

2. **Program Income**

The Subrecipient shall report quarterly on all program income defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this Contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use the program income during the Contract period for activities permitted under this Contract. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City of Charleston.

3. **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with 2 CFR 200.414, as applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.
4. **Payment Procedures**

The City of Charleston shall reimburse the Subrecipient monies available from the Funds under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

5. **Audit of Records**

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with 24 CFR Part 200. The Subrecipient further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

D. **Procurement**

1. **Compliance**

The Subrecipient shall comply with 2 CFR Part 200 and any current City policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.

2. **OMB Standards**

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, and shall follow property management standards set forth therein covering utilization and disposal of property.

3. **Relocation, Acquisition and Displacement**

The Subrecipient shall comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to
the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable City of Charleston ordinances, resolutions and policies concerning displacement of individuals from their residents.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VIII, Fair Housing Law, Title VII of the Civil Rights Act of 1968, as amended, Title VIII. Fair Housing Law, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR Part 570. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease,
rental or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenant. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. **Section 504**

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

B. **Affirmative Action**

1. **Approved Plan**

The Subrecipient shall be committed to carry out, pursuant to the City of Charleston's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity guidelines to the Subrecipient to assist in the formulation of such a program.

2. **Women/Minority Owned Businesses**

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term “minority and female owned enterprise” means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records**

The Subrecipient shall furnish and cause each of its subrecipients to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. **Employment Restrictions**

1. **Prohibited Activity**

   a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an office or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

   b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

   c. The Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all subawards at all tiers (including subcontracts, subgrants,
contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this Contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Charleston and HUD officials upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ration of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.
4. **“Section 3” Clause**

   a. **Compliance**

   Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Contract, shall be a condition of the federal funding assistance provided under this Contract and binding upon the Subrecipient and any contractors or subcontractors for work in connection with this Contract. Further, the Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work under this Contract:

   “The work to be performed under this Contract is a project assisted under the Community Development Block Grant program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.”

   The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. **Debarred, Suspended or Ineligible Contractors**

   Financial assistance provided under this Contract shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services, of or fund any contractor or subcontractor or sub-subrecipient during any period of debarment, suspension or placement or eligibility status under the provisions of 24 CFR Part 24.

D. **Conduct**

   1. **Assignability**

   The Subrecipient shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto. Notice of any such assignment or transfer shall be furnished promptly to the City.
2. **Conflict of Interest**

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract. The Subrecipient further covenants that in the performance of this Contract no person having a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or Subrecipients which are receiving funds under the CDBG Program.

3. **Religious Organizations**

The Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200 (j).

4. **Subcontracts**

   a. **Selection Process**

   The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

   b. **Content**

   The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

   c. **Monitoring**

   The Subrecipient shall monitor all subcontracted services on a regular basis to ensure Contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by
documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended. 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended;
- National Environmental Policy Act of 1969, and
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Contract, as it may apply to the provisions of this Contract. In addition, all properties assisted with Federal funds under this Contract are required to have flood insurance on the property.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

IX. SEVERABILITY OF PROVISIONS
If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

X. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient shall abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

***Remainder of Page Intentionally Left Blank***
[Signatures on Following Page]
IN WITNESS WHEREOF, the City of Charleston and ORGANIZATION. have entered into this Contract as of the date first written above.

CITY OF CHARLESTON

By: ________________________________  Witness: ________________________________
   Mayor

By: ________________________________  Witness: ________________________________
   Clerk of Council

ORGANIZATION,,
a South Carolina nonprofit corporation

By: ________________________________  Witness: ________________________________
   Executive Director

By: ________________________________  Witness: ________________________________
   Chairman
ADDENDUM A
SCOPE OF SERVICES
ORGANIZATION.

ORGANIZATION shall accomplish the following goals during the Performance Period.

1. Subrecipient shall provide services to one hundred (100) low and moderate income households or persons earning 120% and below the Area Median Income. The services will be provided at no cost to the individual. These services shall include, but are not limited to the following:
   
   • Securing public and veteran's benefits.
   • Settling landlord and tenant disagreements.
   • Family law to include adoption, visitation, support and custody.
   • Probate to include wills, healthcare power of attorney and guardianships.

2. Subrecipient shall provide information detailing the number of persons or households that benefitted from the services provided and their income ranges.

3. Subrecipient shall collaborate with a minimum of three (3) community-based organizations, foundations and/or financial institutions that are in a position to enhance the program offerings and provide funding and or support to the community projects supported by the organization.

4. Subrecipient shall create (or cause to be created on its behalf) a website to educate the community and advertise the information related to the program to ensure maximum participation by local nonprofit organizations, local governments and other partners in the community.

5. Subrecipient shall leverage additional funding to reasonably ensure ongoing sustainability of its program. Subrecipient shall provide evidence of funding pursued and attained in quarterly and annual progress reports to the City of Charleston.

6. Subrecipient shall provide timely quarterly and annual reports to the City of Charleston advising to the status of the program.

7. Subrecipient shall comply with the recommendations outlined in the prior year’s monitoring report.
ADDENDUM B
City of Charleston
Department of Housing and Community Development
Budget for Program Year Beginning June 1, 2020

Name of Project/ Program: Charleston Pro Bono Home Stabilization Initiative
Organization: ORGANIZATION.

<table>
<thead>
<tr>
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<td>CDBG</td>
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<tr>
<td><strong>Total</strong></td>
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CONTRACT BETWEEN THE CITY OF CHARLESTON
AND
ORGANIZATION
FOR
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
GRANT

THIS CONTRACT (this "Contract") is entered as of the _____ day of October, 2020, by and between the City of Charleston, South Carolina (the "City") and ORGANIZATION, a South Carolina nonprofit corporation (also referred to herein as the "Subrecipient").

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City of Charleston wishes to engage ORGANIZATION in utilizing two hundred thirty thousand dollars ($230,000) in 19th year Housing Opportunities for persons with Aids (HOPWA) grant funds (the "Funds") as set forth below. Catalog of Federal Domestic Assistance (CFDA) #14.241.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

Funds shall be utilized for administrative costs related to the provision of housing and related services for eight hundred and fifty (850) persons with HIV or AIDS. More specifically, the Subrecipient shall utilize Funds for the purposes outlined in the narrative attached hereto and incorporated herein as Addendum A.

B. Performance/Objective Monitoring

The City of Charleston shall monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the City of Charleston, shall constitute non-compliance with this Contract. If action to correct such substandard performance is not taken within thirty days after being notified by the City of Charleston, contract suspension or termination procedures shall be initiated. Additionally, such non-compliance will constitute a default under this Contract and will entitle the City to any and all remedies available under this Contract, at law or in equity.

The Subrecipient further acknowledges that the general objective category for this project is a suitable living environment for the purpose of sustainability.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Contract.
D. **Budget**

The program budget (the “**Budget**”) attached hereto as Addendum B is hereby made a part of this Contract and is incorporated herein by reference.

II. **TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the date written above and shall end **twelve (12) months** thereafter (the “**Performance Period**”). The terms of the Contract and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of the Funds or other assets including program income. The City of Charleston shall review the performance of the Subrecipient to determine whether the Subrecipient is carrying out its HOPWA-assisted activities in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City of Charleston shall conduct an assessment to determine the amount of Funds remaining in the Subrecipient’s control. In the event that the Subrecipient’s performance demonstrates a lack of timeliness as required in accordance herewith and should the Subrecipient fail to demonstrate to the City of Charleston that the lack of timeliness has resulted from factors beyond the Subrecipient’s reasonable control, the City of Charleston shall provide the Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City of Charleston, within thirty (30) days of the City of Charleston’s finding of such lack of timeliness by the Subrecipient. Should the Subrecipient fail to fulfill its obligations as herein set forth, the City of Charleston reserves the right to cease the Subrecipient’s access to funds or terminate the Contract in its entirety at no cost to the City of Charleston.

III. **PAYMENT**

A. It is expressly agreed and understood that the total amount to be paid by the City of Charleston under this Contract shall not exceed two hundred thirty thousand dollars ($230,000.00).

B. Disbursements of the Funds to Subrecipient shall be made on a reimbursement basis upon receipt of invoices, supporting documentation and approval by the City.

VI. **NOTICES**

All notices required under this Contract to either of the parties hereto shall be deemed properly given when deposited in United States mail either by registered or certified mail. Communication and details concerning this contract shall be directed to the following contract representatives:

**City of Charleston**
Geona Shaw Johnson, Director
Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401
843.724.3766; Fax: 843.965.4180

**Office of the Mayor**
Attn: Mayor John J. Tecklenburg
City of Charleston
V. SPECIAL CONDITIONS

A. Property Standards

1. Housing units that are improved in any way with the assistance of HOPWA funds, at
   a minimum, shall meet the applicable Housing Quality Standards in 24 CFR.574.300(b), (4), (5) and (8).

B. Qualification as Affordable Housing and Income Targeting

1. Resident Rent Payment

   Tenants receiving rental assistance under this program must pay as rent, including
   utilities, an amount which is the higher of the following:

   i. Thirty (30%) percent of the family’s monthly adjusted income (adjustment
      factors include the age of the individual, medical expenses, size of family and child
      care expenses are described in detail in 24 CFR 5.609). The calculation of the
      family’s monthly adjusted income must include the expense deductions provided in
      24 CFR 5.611 (a) and for eligible persons, the calculation of monthly adjusted income
      also must include the disallowance of earned income as provided in 24 CFR 5.617,
      if applicable; and
ii. Ten (10%) percent of the family's monthly gross income or if the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing.

C. **Additional Standards**

1. If any Funds disbursed hereunder are used to provide rental assistance, the following additional standards also apply:

   Maximum subsidy. The amount of Funds used to pay monthly assistance for an eligible person may not exceed the difference between:

   i. The Lower of the rent standard or reasonable rent for the unit; and
   ii. The resident’s rent payment calculated under 24 CFR 574.310(d).

D. **Rent Standard**

The rent standard shall be established by the City and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to ten (10%) percent for up to twenty (20%) percent of the units assisted. Grantee is the City per the regulations.

E. **Rent Reasonableness**

The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

F. **Affirmative Marketing**

The Subrecipient shall comply with the Affirmative Marketing Policy of the City of Charleston's Department of Housing and Community Development. The City of Charleston shall annually assess the Subrecipient's compliance with this policy.

VI. **GENERAL CONDITIONS**

A. **General Compliance**

The Subrecipient shall comply with all applicable federal, state and local laws and regulations governing the Funds provided under this Contract. The Subrecipient agrees to comply with the requirements of Title 24 CFR, Part 574 Regulations, of the Housing and Urban Development regulations concerning Housing Opportunities for Persons with AIDS (HOPWA) guidelines, and all federal regulations and policies issued pursuant to those regulations. The Subrecipient shall further agree to utilize the Funds being made available under this Contract to supplement rather than supplant funds otherwise available.
B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City of Charleston shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City of Charleston from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance of the services or subject matter called for in this Contract.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200. The Subrecipient shall provide evidence to the City that the insurance requirements are met.

F. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Amendments

The City or Subrecipient may amend this Contract at any time provided that such amendments shall make specific reference to this Contract, and are executed in writing, signed by a duly authorized representative of both parties, and approved by the Charleston City Council. Such amendments shall not invalidate this Contract, nor relieve or release the City of Charleston or the Subrecipient from its obligations under this Contract. The City of Charleston may, at its discretion, amend this Contract to conform with Federal, State and/or local government 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 this Contract, such modifications shall be incorporated only by written agreement signed by both the City of Charleston and the Subrecipient.
H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination; provided, however, that in the event that Subrecipient terminates this Contract prior to achieving all of the items listed on the Scope of Services set forth as Addendum A, Subrecipient shall promptly return all of the Funds to the City upon such termination.

The City of Charleston may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City of Charleston may declare the Subrecipient ineligible for any further participation in City of Charleston contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules and regulations, the City of Charleston may withhold said contract funds until such time as the Subrecipient is found to be in compliance by the City of Charleston or is otherwise adjudicated to be in compliance with this Contract.

VII. ADMINISTRATION REQUIREMENTS

A. Financial Management

1. Financial Management Standards

Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Contract.

2. Accounting Standards

Subrecipient shall comply with the accounting principles and procedures required in 2 CFR Part 200, and utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

3. Cost Principles

The Subrecipient shall administer its program in accordance with 2 CFR Part 200 for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall retain all records based on Federal regulations specified in 24 CFR Part 574.530 pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities under this Contract, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with Funds disbursed under this Contract shall be retained for five (5) years after the final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has
received final payment. The Subrecipient shall maintain current and accurate data on the race and ethnicity of program participants.

2. **Client Data**

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of services provided. Eligibility for services received shall be determined at intake by: (1) proof of HIV positively based on a serologic test and; (2) proof that the individual or family income does not exceed the low-income for the area as determined by the United States Department of Housing and Urban Development. Supportive services may not be rendered if the residents do not meet these criteria. Such information shall be made available to the City of Charleston and HUD staff or their designees for review upon request.

3. **Property Records**

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold with HOPWA funds. Properties maintained shall continue to meet eligibility criteria and shall conform to the "change of use" restrictions specified in 24 CFR Part 570.505.

4. **Transparency Act Requirements**

The Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB and/or regulatory guidance. Effective October 1, 2010, FFATA required federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information shall include the following:

1. Subrecipient Entity Information (FAIN);
2. Principal Place of Performance;
3. Executive Compensation Data if applicable;
4. DUNS Number and/or Parent DUNS number;
5. CFDA;
6. Project Description;
7. Total Funding Amount;
8. Contract Execution Date;
9. Reporting Month.

5. **Close-Outs**

Subrecipient’s obligations to the City of Charleston shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City of Charleston), and determining the custodianship of records.
Upon its expiration or dissolution, the Subrecipient shall transfer to the City of Charleston any funds on hand which have been provided under this Contract and any accounts receivable attributable to the use of such funds. Any real property or equipment under the Subrecipient’s control that was acquired or improved in whole or in part with HOPWA funds must be returned to the City and disposed of in a manner which result in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to the expenditures of non-HOPWA funds for acquisition of, or improvement to, the property.

6. Audits and Inspections

a. All Subrecipient records with respect to any matters covered by this Contract shall be made available to the City of Charleston or the Federal Government or their designees at any time during normal business hours, as often as the City of Charleston or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. A nonprofit organization that is a grantee or a project sponsor is subject to audit requirements set forth in 2 CFR 200.

b. Any deficiencies noted in audit reports shall be addressed by the Subrecipient within 30 days after receipt by the Subrecipient and cleared by the Subrecipient within 30 days. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Contract and may result in the withholding of payments to the Subrecipient.

7. Progress Reports

The Subrecipient shall submit regular Progress Reports to the City of Charleston on a quarterly basis in the form and content required by the City of Charleston. In addition to any other remedy available under this Contract, at law or in equity, Funds may be withheld until such documentation is submitted.

C. Financial Reporting and Payment Procedures

1. Budgets

The Subrecipient shall submit a detailed contract budget of a form and content prescribed by the City's Finance Department for approval by City. The Parties may agree to revise the budget from time to time in accordance with existing city policies and this Contract.

2. Program Income

The Subrecipient shall report quarterly on all program income defined at 24 CFR 570.500 (a) generated by activities carried out with HOPWA funds made available under this Contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use the program income during the contract period for
activities permitted under this Contract. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City of Charleston.

3. **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan in accordance with 2 CFR 200.414, as applicable, for determining the appropriate City of Charleston share of administrative costs and shall submit such plan to the City for approval.

4. **Payment Procedures**

The City of Charleston shall reimburse the Subrecipient monies available under from the Funds under this Contract based upon invoices and documentation submitted by the Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Subrecipient and not to exceed actual cash requirements. The City of Charleston reserves the right to liquidate funds available under this Contract for costs incurred by the City of Charleston on behalf of the Subrecipient.

5. **Audit of Records**

The Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors to verify program efficiency and effectiveness. Audits shall be conducted in accordance with 2 CFR 200. The Subrecipient further agrees to make available all records and reports relative to the fiscal and programmatic aspects of its program upon request by the City of Charleston.

6. **Fraud Policy**

In order to protect the funds granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Contract, the Subrecipient shall have a fraud policy in effect during the term of this Contract. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the funds and services covered by this Contract. A copy of the policy should be provided to the City upon request.

D. **Procurement**

1. **Compliance**

The Subrecipient shall comply with 2 CFR Part 200 and any current City policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City of Charleston upon termination of this Contract.
2. **Regulatory Standards**

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200.

3. **Relocation, Acquisition and Displacement**

The Subrecipient shall comply with 24 CFR 574.630 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable City of Charleston ordinances, resolutions and policies concerning displacement of individuals from their residents.

VIII. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. **Civil Rights**

1. **Compliance**

The Subrecipient shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

As part of the HOPWA grant and Code of Federal Regulations, the Subrecipient shall comply with the following:

- Fair Housing Act (42 U.S.C., 3601-19) and implementing regulations at 24 CFR Part 100;
- Executive Order 11063 and implementing regulations at 24 CFR Part 107;
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d) (Nondiscrimination in Federally Assisted programs) and implementing regulations issued at 24 CFR Part 1;
- Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations 24 CFR Part 146;
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794) and implementing regulations at 24 CFR Part 8;
- Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C.1701 (u)], (Employment opportunities for lower income persons in connection with assisted projects);
- Executive orders 11625, 12432, and 12138;
- Sections 5151-5180 of the Drug-Free Workplace Act of 1988 and HUD’s implementing regulations 24 CFR Part 24, subpart F; and
• 24 CFR Part 574.300(c) (Limitations of assistance to primarily religious organizations).

2. **Nondiscrimination**

The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. The Subrecipient shall take appropriate action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. **Land Covenants**

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR Part 570. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Subrecipient shall cause or require a covenant running with the land for a period of ten (10) years to be inserted in the deed or lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract, prohibiting discrimination as herein defined, in the sale, lease, rental, the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

4. **Section 504**

The Subrecipient shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 et seq) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

**B. Affirmative Action**

1. **Approved Plan**

The Subrecipient agrees that it shall be committed to carry out, pursuant to the City of Charleston's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity guidelines to the Subrecipient to assist in the formulation of such a program.
2. **Women/Minority Owned Businesses**

The Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female owned enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representations by "such minority and women owned business enterprises" regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

The Subrecipient shall furnish and cause each of its subrecipients to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **EEO/AA Statement**

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. **Employment Restrictions**

1. **Prohibited Activity**

   a. The Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an office or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

   b. The Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. The Subrecipient certifies that the language of paragraphs 1(a) and 
(b) above shall be included in documents for all subawards at all 
tiers (including subcontracts, subgrants, contracts under grants, 
loans and cooperative agreements) and that all lobbying as 
described in paragraphs 1(a) and (b) above shall be disclosed 
accordingly.

2. **OSHA**

Where employees are engaged in activities not covered under the Occupational Safety 
and Health Act of 1970, they shall not be required or permitted to work, be trained, or 
receive services in buildings or surroundings or working conditions which are unsanitary, 
hazardous or dangerous to the participant's health or safety.

3. **Labor Standards**

The provisions of the Davis-Bacon Act (40 U.S.C. 276a – 276a-5) do not apply to this 
program except where Funds received under this Contract are combined with funds from 
other federal programs that are subject to the Davis-Bacon Act.

4. **"Section 3" Clause**

a. **Compliance**

The Subrecipient represents and warrants that no contractual or other disability 
exists which would prevent compliance with these requirements.

5. **Debarred, Suspended or Ineligible Contractors**

Financial assistance provided under this Contract shall not be used directly or indirectly to 
employ, award contracts to, or otherwise engage the services of or fund any contractor or 
subcontractor or sub-subrecipient during any period of debarment, suspension or 
placement or eligibility status under the provisions of 24 CFR Part 24.

D. **Conduct**

1. **Assignability**

The Subrecipient shall not assign or transfer any interest in this Contract without the prior 
written consent of the City thereto, which such consent shall not be unreasonably withheld 
or conditioned. Notice of any such assignment or transfer shall be furnished promptly to 
the City.

2. **Conflict of Interest**

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts 
of interest and covenants that it presently has no financial interest and shall not acquire 
any financial interest, direct or indirect, which would conflict in any manner or degree with 
the performance or services required under this Contract. The Subrecipient further 
covenants that in the performance of this Contract, no person having a financial interest
shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agency or other subrecipient which is receiving funds under the HOPWA program.

3. Religious Organizations

The Subrecipient agrees that Funds provided under this Contract shall not be utilized for religious activities to promote religious interests or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

4. Subcontracts

a. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open documentation basis concerning the selection process. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

The Subrecipient shall cause all of the provisions of this Contract to be included in and made a part of any subcontract executed in performance of this Contract.

c. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient shall comply with the requirements of the following regulations insofar as they apply to the performance of this Contract:

- Clean Air Act, 42 U.S.C., 1857, et. seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended;
- National Environmental Policy Act of 1969;
- HUD Environmental Review Procedures (24 CFR, Part 55); and

B. Flood Insurance Protection

No property to be improved with the assistance of Funds provided under this Contract shall be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR Parts 59 through 79); or
(2) Less than a year has passed since FEMA notification regarding such hazards; and
(b) The grantee shall ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

C. Coastal Barriers

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this Contract shall be made available within the Coastal Barrier Resources System.

D. Wage Rates

The provisions of the Davis-Bacon Act (40 U.S. C. 276a-276a-5) do not apply to this program except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

E. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that shall be taken when dealing with lead-based paint poisoning.

X. SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

XI. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, the Subrecipient acknowledges that the funding to be received under this Contract is federal funding and the Subrecipient shall abide by such rules and
regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

***Remainder of Page Intentionally Left Blank***

[Signatures on Following Page]
IN WITNESS WHEREOF, the City of Charleston and ORGANIZATION have entered into this Contract as of the date first written above.

CITY OF CHARLESTON

By: ___________________________ Witness: ___________________________
   Mayor

By: ___________________________ Witness: ___________________________
   Clerk of Council

ORGANIZATION,
a South Carolina nonprofit corporation

By: ___________________________ Witness: ___________________________
   Anthony Jackson, Chief Operating Officer

By: ___________________________ Witness: ___________________________
   Chairman

Employer Identification Number: 57-0828733
ADDENDUM A
SCOPE OF SERVICES
ORGANIZATION
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)

ORGANIZATION shall provide/ accomplish the following services during the Performance Period.

1. Subrecipient shall provide short-term rent, tenant-based rental assistance, mortgage, and utility payments and supportive services to clients with HIV and AIDS in Charleston, Berkeley and Dorchester Counties. Supportive services include case management, health and mental health services, drug and alcohol treatment and counseling, intensive care when required, nutritional services, assistance with daily living, housing information and placement assistance.

2. Subrecipient shall screen at least 850 clients for housing stability and assistance needs.

3. Sub-recipient shall provide HOPWA supportive services to a minimum of 500 unduplicated eligible clients currently enrolled in the Ryan White Part C Program. Funding from the HOPWA grant shall provide specific services to these 500 clients as outlined below (note: some clients will receive more than one of the following services):
   - Two hundred fifty (250) eligible clients shall receive short-term rent, mortgage and utility assistance.
   - Twenty (20) eligible clients shall receive tenant-based rental assistance.
   - Thirty (30) eligible clients shall receive permanent housing placement.
   - Five hundred (500) eligible clients will receive supportive services such as budget education, housing information, referrals for furniture and other community resources.

4. Subrecipient shall ensure rental assistance is provided to clients earning 80% or less of the Area Median Income (AMI) as established by HUD. Rental subsidies should be provided for no more than twenty-one (21) consecutive weeks.

5. Subrecipient shall ensure that rents paid by the clients are no more than the published Section 8 Fair Market Rents (FMR) or the HUD-approved community-wide exception rent for the unit size.

6. Subrecipient shall implement measure(s) necessary to ensure the confidentiality of all client names and personal information.

7. Subrecipient shall ensure the recipient obtaining service have proof of HIV positive status based on a serologic test and that the individual or family income does not exceed the income requirements as set forth by HUD. Services shall not be rendered if the residents do not meet the criteria.

8. Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200. Subrecipient shall provide evidence to the City that the insurance requirements are met.

10. Subrecipient shall seek a collaborative partnership with a third party experienced in affordable housing to determine if a unit can be dedicated for a person or household with HIV/AIDS.

During the grant year at least 850 Ryan White Program enrolled clients will be screened for housing needs and HOPWA eligibility.

On average, approximately 25% of the STRMU dollars are used for utility assistance at an average of $270 per client. The remaining 75% of the STRMU dollars will be used for mortgage and rental assistance. The current Fair Market Rent (FMR) value in the Charleston Metropolitan statistical area for a one-bedroom is $1,035.00/month, a two-bedroom is $1,179/month and a three-bedroom is $1,535/month. On average a client receives $1,200 of mortgage or rental assistance and/or utility assistance throughout an eligible year. We plan to serve 250 clients with STRMU assistance. The majority of clients in need of HOPWA assistance request STRMU assistance for one to three months, as well as assistance with rent they often seek utility assistance.

In addition to STRMU, we will continue our TBRA program, with a goal to assist 20 clients overall for the 2020/2021 budget period. During the current grant year cycle, our TBRA program served a total of nine clients. TBRA recipients average $5,000 of rental assistance throughout an eligible year.

We plan to assist approximately 25 clients with permanent housing placement (i.e., emergency shelter, rental, and utility deposits).

Case management and supportive services are provided to all clients who are enrolled in the Ryan White Program, not just those receiving housing assistance. HOPWA dollars are not used to fund these services.

**Line Item Budget Narrative**

**Personnel**

HOPWA Housing Program Coordinator - (0.5 and 0.15 FTE, respectively) are responsible for taking referrals from the HIV Case Manager and clinical staff to screen clients for eligibility for HOPWA program and assess the financial status of each referral. The Program Coordinator oversees the provision and accountability of the HOPWA financial assistance eligible clients receive.

The Program Coordinators time and effort will be split, with 90% of the time allocated to the grant devoted to carrying out the identified activities of the program and 10% of time devoted to administrative duties (see Administrative category below).

<table>
<thead>
<tr>
<th>Total Salary and Fringe Benefits</th>
<th>$49,838.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOPWA Funding (Salary Expense only)</td>
<td>$41,601.00</td>
</tr>
</tbody>
</table>
Other Funding (Fringe Benefits) $8,237.00

<table>
<thead>
<tr>
<th>Travel &amp; Training</th>
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<tbody>
<tr>
<td>Travel expenses for the HIV/AIDS Housing-related training and professional development for the housing program coordinators will be covered. Expenses would include travel to and from respective locations, lodging, meals and any applicable registration fees. Additionally, this category also includes funds to reimburse coordinators for personal car mileage when traveling within the service area to provide various client services and other housing related activities.</td>
</tr>
<tr>
<td>Total Travel $3,172.00</td>
</tr>
<tr>
<td>HOPWA Funding $0.00</td>
</tr>
<tr>
<td>Other Funding $3,172.00</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Equipment</th>
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<tr>
<td>Total Equipment $0.00</td>
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<table>
<thead>
<tr>
<th>Supplies</th>
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</thead>
<tbody>
<tr>
<td>Total Supplies $400.00</td>
</tr>
<tr>
<td>HOPWA Funding $0.00</td>
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<tr>
<td>Other Funding $400.00</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractual Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Short Term Housing Assistance (Rent and/or Utility bills) $300,000.00</td>
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<tr>
<td>250 clients with an average assistance amount of $1200</td>
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<tr>
<td>2. Tenant Based Rental Assistance $100,000.00</td>
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<tr>
<td>Funds will be used to support 20 clients with an average of $5000 per client of assistance over a 12-month period. Funds will also be used to cover the Fort Mill Administrative Fee.</td>
</tr>
<tr>
<td>3. Supportive Services (emergency shelter, rental, and utility deposits) $25,000.00</td>
</tr>
<tr>
<td>Includes assisting approximately 25 clients with housing placement expenses at an average of about $1000 per client</td>
</tr>
<tr>
<td>Total Contractual Services $425,000.00</td>
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<tr>
<td>HOPWA Funding $172,999.00</td>
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<tr>
<td>Other Funding $252,001.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative</th>
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</thead>
<tbody>
<tr>
<td>HOPWA Housing Program Coordinators will allocated 10% (0.1 FTE) of time to performing administrative duties essential to the management of the program to include but not limited to preparing programmatic reports, performing program audits and monitoring activities.</td>
</tr>
<tr>
<td>Salary $4,622.00; Fringe Benefits $915.00</td>
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</tbody>
</table>
General administration activities include oversight, use of facilities, utilities and proving operational support. Funds will be to Roper Saint Francis Healthcare system.

**Indirect Costs $29,308.75**

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<tbody>
<tr>
<td><strong>Total Administrative</strong></td>
<td>$34,845.75</td>
</tr>
<tr>
<td><strong>HOPWA Funding</strong></td>
<td>$15,400.00</td>
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<tr>
<td><strong>Other Funding</strong></td>
<td>$19,445.75</td>
</tr>
</tbody>
</table>

| **Total HOPWA Funds Requested** | **$230,000.00** |
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction’s knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

____________________________________  Date
Signature/Authorized Official
Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) _____, _____ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its
jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** -- It will comply with applicable laws.

Signature/Authorized Official  Date

Title
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

_________________________________________
Signature/Authorized Official

_________________________________________
Date

_________________________________________
Title
HOPWA Certifications

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_________________________  __________________
Signature/Authorized Official  Date

_________________________
Title
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
# Application for Federal Assistance SF-424

**1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

**2. Type of Application:**
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

**3. Date Received:**
Completed by Grants.gov upon submission.

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**
N/A

**5b. Federal Award Identifier:**
N/A

* State Use Only:

**6. Date Received by State:**

**7. State Application Identifier:**

## 5. APPLICANT INFORMATION:

**a. Legal Name:**
City of Charleston

**b. Employer/Taxpayer Identification Number (EIN/TIN):**
57-6000226

* c. Organizational DUNS:
0779907860000

**d. Address:**
- Street1: 75 Calhoun Street
- Street2: Suite 3200
- City: Charleston
- County/Parish: Charleston
- State: South Carolina
- Province:
- Country: USA: UNITED STATES
- Zip / Postal Code: 29401

**e. Organizational Unit:**
- Department Name: Department of Housing and Community Development
- Division Name: Housing

**f. Name and contact information of person to be contacted on matters involving this application:**
- Prefix: Ms.
- * First Name: Geona
- Middle Name: Shaw
- * Last Name: Johnson
- Suffix:

- Title: Director of Housing and Community Development

**Organizational Affiliation:**
Municipality

* Telephone Number: 843-724-3766
Fax Number: 843-855-4180

* Email: johnsong@charleston-sc.gov
9. Type of Applicant 1: Select Applicant Type:
City or Township

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:
Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
N/A
CFDA Title:
N/A

* 12. Funding Opportunity Number:
N/A

* Title:
N/A

13. Competition Identification Number:
N/A
Title:
N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):
N/A

* 15. Descriptive Title of Applicant's Project:
The City of Charleston will utilize HOPWA funds to improve housing for low and moderate income residents living with HIV/AIDS illness in the Metropolitan Statistical Area (MSA).

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant 1 & 6
   * b. Program/Project 1 & 6

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   * a. Start Date: 6/1/2021
   * b. End Date: 5/31/2022

18. Estimated Funding ($):
   * a. Federal $917,267.00
   * b. Applicant
   * c. State
   * d. Local
   * e. Other
   * f. Program Income
   * g. TOTAL $917,267.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   a. This application was made available to the State under the Executive Order 12372 Process for review on
   b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   Yes ☐ No ☑
   If "Yes", provide explanation and attach

21. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Honorable
Middle Name: J.
* Last Name: Tecklenburg
Suffix: 

* Title: Mayor

* Telephone Number: 843-577-6970  Fax Number: 843-720-3827

* Email: johnsong@charleston-sc.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission.  * Date Signed: Completed by Grants.gov upon submission.
# Application for Federal Assistance SF-424

**1. Type of Submission:**
- [x] Application
- [ ] Preapplication
- [ ] Changed/Corrected Application

**2. Type of Application:**
- [ ] New
- [ ] Continuation
- [ ] Revision

**3. Date Received:**
- Completed by Grants.gov upon submission.

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**
- N/A

**5b. Federal Award Identifier:**
- N/A

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**a. Legal Name:**
- City of Charleston

**b. Employer/Taxpayer Identification Number (EIN/TIN):**
- 57-6000225

**c. Organizational DUNS:**
- 0779907860000

**d. Address:**
- **Street1:** 75 Calhoun Street
- **Street2:** Suite 3200
- **City:** Charleston
- **County/Parish:** Charleston
- **State:** South Carolina
- **Country:** USA: UNITED STATES
- **Zip / Postal Code:** 29401

**e. Organizational Unit:**
- **Department Name:** Department of Housing and Community Development
- **Division Name:** Housing

**f. Name and contact information of person to be contacted on matters involving this application:**
- **Prefix:** Ms.
- **First Name:** Geona
- **Middle Name:** Shaw
- **Last Name:** Johnson
- **Suffix:**
- **Title:** Director of Housing and Community Development

**Organizational Affiliation:**
- Municipality

**Telephone Number:** 843-724-3766
**Fax Number:** 843-865-4180
**Email:** johnson@charleston-sc.gov
Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:
   City or Township

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:
   Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
   N/A

CFDA Title:
   N/A

* 12. Funding Opportunity Number:
   N/A

* Title:
   N/A

13. Competition Identification Number:
   N/A

   Title:
   N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):
   N/A

* 15. Descriptive Title of Applicant's Project:
   The City of Charleston will utilize HOPWA funds to improve housing for low and moderate income residents living with HIV/AIDS illness in the Metropolitan Statistical Area (MSA).

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   a. Applicant 1 & 6
   * b. Program/Project 1 & 6

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   a. Start Date: 6/1/2021
   * b. End Date: 5/31/2022

18. Estimated Funding ($):
   * a. Federal $917,267.00
   * b. Applicant
   * c. State
   * d. Local
   * e. Other
   * f. Program Income
   * g. TOTAL $917,267.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   a. This application was made available to the State under the Executive Order 12372 Process for review on __________.
   b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   Yes  No

   If "Yes", provide explanation and attach

21. "By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 21, Section 1991)

   I AGREE

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Authorized Representative:

Prefix: Honorable
First Name: John
Middle Name: J.
Last Name: Tecklenburg
Suffix: 
Title: Mayor
Telephone Number: 843-577-6970
Fax Number: 843-720-3827
Email: johsong@charleston-sc.gov

Signature of Authorized Representative: Completed by Grants.gov upon submission. Date Signed: Completed by Grants.gov upon submission.
Application for Federal Assistance SF-424

1. Type of Submission:
   - Preapplication
   - Application
   - Changed/Corrected Application

2. Type of Application:
   - New
   - Continuation
   - Revision

   * If Revision, select appropriate letter(s):

3. Date Received:
   - Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier: N/A

5b. Federal Award Identifier:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

   a. Legal Name: City of Charleston

   b. Employer/Taxpayer Identification Number (EIN/TIN):
      57-6002226

   c. Organizational DUNS:
      0779907860000

   d. Address:
      - Street1: 75 Calhoun Street
      - Street2: Suite3200
      - City: Charleston
      - County/Parish: Charleston
      - State: South Carolina
      - Province:
      - Country: USA: UNITED STATES
      - Zip / Postal Code: 29401

   e. Organizational Unit:
      - Department Name: Department of Housing and Community Development
      - Division Name: Housing

   f. Name and contact information of person to be contacted on matters involving this application:
      - Prefix: Ms.
      - Middle Name: Shaw
      - Last Name: Johnson
      - First Name: Geona
      - Title: Director of Housing and Community Development
      - Telephone Number: 843-724-3766
      - Fax Number: 843-865-4180
      - Email: johnson@charleston-sc.gov
**Application for Federal Assistance SF-424**

9. Type of Applicant 1: Select Applicant Type:
   - City or Township

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

10. Name of Federal Agency:
    - Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
    - N/A

   CFDA Title:
   - N/A

12. Funding Opportunity Number:
    - N/A

   * Title:
   - N/A

13. Competition Identification Number:
    - N/A

   Title:
   - N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):
    - N/A

15. Descriptive Title of Applicant's Project:
    - The City of Charleston will utilize HOPWA funds to improve housing for low and moderate income residents living with HIV/AIDS illness in the Metropolitan Statistical Area (MSA).

Attach supporting documents as specified in agency instructions.

[Add Attachments] [Delete Attachments] [View Attachments]
Application for Federal Assistance SF-424

16. Congressional Districts Of:
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   * b. Program/Project 1 & 6

Attach an additional list of Program/Project Congressional Districts if needed.

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   * a. Federal $917,267.00
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   * c. State
   * d. Local
   * e. Other
   * f. Program Income
   * g. TOTAL $917,267.00

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   □ a. This application was made available to the State under the Executive Order 12372 Process for review on
   □ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   ☑ c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   □ Yes ☑ No
   If "Yes", provide explanation and attach

21. By signing this application, I certify (1) to the statements contained in the list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.
   ☑ I AGREE

**The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
Prefix: Honorable
Middle Name: J.
* Last Name: Tecklenburg
Suffix: 

* Title: Mayor
* Telephone Number: 843-577-6970
Fax Number: 843-720-3627
* Email: jhonson@charleston-sc.gov
Signature of Authorized Representative: Completed by Grants.gov upon submission.
* Date Signed: Completed by Grants.gov upon submission.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson
DEPT. Housing and Community Development

SUBJECT: ENVIRONMENTAL REMOVAL AND DISPOSAL SERVICES FOR THE CITY OF CHARLESTON'S AFFORDABLE HOUSING SITE NEAR THE LOWCOUNTRY LOWLINE

REQUEST: Mayor and City Council are requested to approve a contract between S&M Inc. and the City of Charleston for environmental, soil removal and disposal services related to the Voluntary Cleanup Contract for the City of Charleston's housing parcel, near the Lowcountry Lowline. The contract amount is $85,390.00 and will be borne by the Fee-In-Place or the 2019 Community Development Block Grant Acquisition account.

COMMITTEE OF COUNCIL: Ways and Means DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Geona Shaw Johnson</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [x] Attachment 410000

If yes, provide the following:

Dept/Div: 472020-42200

Balance in Account $85,390

Amount needed for this item $85,390.00

NEED: Identify any critical time constraint(s): 

CFO's Signature: ____________________________

FISCAL IMPACT:

Mayor's Signature: ____________________________

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
City of Charleston Contract for Professional Services

THIS CONTRACT, made this _____ day of ______________, 2021 by and between

The Owner: City of Charleston and the A/E: S&ME, Inc.
Department of Housing and
Community Development
75 Calhoun Street, Suite 3200
Charleston, SC 29401
620 Wando Park Boulevard
Mount Pleasant, SC 29464

WHEREAS, the Owner requires the delivery of professional services to perform environmental soil removal and disposal services related to the Voluntary Cleanup Contract for the Lowcountry Lowline Housing Parcel known as Lowcountry Lowline Section D ("Project") including, but not limited to, stormwater and tree removal permitting, soil removal and disposal activities, and preparation of a corrective measure report for soil removal and disposal (Work) as outlined in S&ME’s Proposal, dated February 26, 2021, and prepared by Andrew Wertz and Chuck Black which is marked as EXHIBIT A and attached hereto as if fully written herein.

Lowline Affordable Housing Project – VCC Soil Removal
(Project Number)  (Project Name)

WHEREAS, the A/E, whose SC professional license is # C00473, is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

THE SERVICES required herein are set forth in the attached EXHIBIT A, Scope of Services which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

This is a Not to Exceed Contract and payments for acceptable work shall be made within 30 days after A/E submits an invoice.

The CONTRACT SUM payable to the A/E shall be:
☐ Lump Sum of ........................................................................................................ $0.00
☒ Actual costs based on attached A/E’s Hourly Rate & Reimbursable Schedule, Not-to-Exceed .... $85,390.00

REIMBURSABLES:
☐ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed ........................................ $N/A
☐ Expenses included in Lump Sum.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: John J. Tecklenburg, Mayor

A/E: S&ME, Inc.

BY: ________________
(Signature of A/E Representative)

James L. Killingsworth
(Print or Type Name of A/E Representative)

ITS: ________________
(Vice President)

ATTACHMENTS
2. Exhibit B, City of Charleston’s Insurance Requirements.
ARTICLE 1 - GENERAL
A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.
C. The A/E covenants with the Owner that he/she possesses the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.
D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 - A/E’S RESPONSIBILITIES
A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E's performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
C. The A/E shall provide all Scope of Services using persons, including the staff of A/E’s Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
D. The A/E shall manage and coordinate the A/E’s services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
G. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties.

ARTICLE 3 - OWNER’S RESPONSIBILITIES
A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
B. The Owner shall designate one or more representatives with authority to act on the Owner’s behalf in all matters related to the Owner’s duties under this Contract.
C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E’s performance under this Contract.

ARTICLE 4 - ADDITIONAL CONSULTANTS
A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E’s Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY
A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
B. The A/E shall indemnify and save harmless the Owner and the Owner's officers, agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the A/E, its agents, or employees or subcontractors in the performance of this Contract. When the Owner submits notice, A/E shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 6 – DOCUMENTS
A. At the completion of the project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS
A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

ARTICLE 8 – DISPUTE RESOLUTION
The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or Federal court located in the County in which the Owner maintains its principal place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase “the State” includes any governmental entity transacting business with the A/E pursuant to the Contract (including the Owner).
ARTICLE 9 - SUSPENSION AND TERMINATION
A. The Owner may direct the A/E to suspend performance under this Contract at any time.
B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E’s time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E’s compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E’s services and the time schedules for the remaining services shall be equitably adjusted.
D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 - INSURANCE
The Contractor shall maintain all forms of insurance required by law in the State of South Carolina and the City of Charleston as outlined in Exhibit B.

ARTICLE 11 - MISCELLANEOUS PROVISIONS
A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supercedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 - ERRORS AND OMISSIONS
A. Owner shall notify the A/E whenever the Owner believes the A/E's Work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission. Each error and omission shall constitute a separate offense.
Exhibit B

CITY OF CHARLESTON’S
INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.

B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

1. GENERAL LIABILITY: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

2. AUTOMOBILE LIABILITY: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. WORKERS’ COMPENSATION: Statutory limits are required by South Carolina state law, and employer’s liability limits of $100,000 per accident.

4. PROFESSIONAL LIABILITY: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

(a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

J. Required certificates should be mailed to:

City of Charleston
Department of Housing and
Community Development
75 Calhoun Street, Suite 3200
Charleston, SC 29401
February 26, 2021

City of Charleston | Department of Housing and Community Development
75 Calhoun Street, Suite 3200
Charleston, South Carolina 29401

Attention: Geona Shaw Johnson, Director

Reference: Proposal for Voluntary Cleanup Contract (VCC) Soil Removal and Disposal Services
Lowcountry Lowline Housing Parcel (VCC 17-6523-NRP)
Charleston, South Carolina
S&ME Proposal No. 211643

Dear Ms. Johnson:

S&ME, Inc. (S&ME) appreciates the opportunity to provide this proposal to perform environmental soil removal and disposal services related to the Voluntary Cleanup Contract (VCC) for the Housing Parcel (also known as Lowcountry Low Line Section D). This proposal provides our understanding of the project and outlines our proposed scope of services, schedule, and fees.

We understand our proposed scope of services will be authorized, if acceptable, under the terms of the City of Charleston Contract for Small Professional Services under $100,000 with Construction Management, Revised 9/14/2017 (herein Professional Services Contract*).

**Project Information**

S&ME is currently performing VCC services on behalf of the City of Charleston (City) regarding the approximate 0.708-acre Housing Parcel pursuant to S&ME Proposal Nos. 42-1900660A-R1 dated July 31, 2019 and 42-1900660B dated August 5, 2020. The Housing Parcel is subject to VCC 17-6523-NRP between the City and the South Carolina Department of Health and Environmental Control (SCDHEC). The VCC services S&ME has performed and is performing include a soil and groundwater quality assessment of the Housing Parcel, additional soil assessment, and preparation of a Corrective Measures and Media Management Plan (CM-MMP).

S&ME has also recently performed VCC services for the City regarding the larger, approximate 9-acre Lowcountry Lowline pursuant to S&ME Proposal No. 42-1900660A-R1 dated July 31, 2019. The Lowcountry Lowline adjoins the Housing Parcel to the east. This proposal for additional VCC services at the Housing Parcel does include services for the Lowcountry Lowline; this proposal only includes services for the Housing Parcel. A separate proposal(s) to perform additional VCC services regarding the Lowcountry Lowline (subject to VCC 17-6524-NRP) will be provided, as necessary.

The soil quality assessment at the Housing Parcel identified elevated concentrations of various contaminants in soil samples. S&ME prepared a CM-MMP dated November 9, 2020 to address the elevated contaminant concentrations in soil samples on the Housing Parcel, including the removal and off-site disposal of soil with lead concentrations greater than 2,000 milligrams per kilogram (mg/kg). In a letter to the City dated December 15,
Forsberg to assist with preparing the necessary drawings and completing the necessary forms to submit to the following entities:

- SCDHEC Office of Ocean and Coastal Resource Management for Coastal Zone Consistency Certification,
- SCDHEC Bureau of Water and City Stormwater Management Department (City Stormwater) for NPDES stormwater permitting, and
- City Planning, Preservation, and Sustainability Department (City Planning) for tree removal permitting, as necessary based on the results of the Forsberg tree survey.

S&ME and the civil engineering firm will complete and submit the necessary information to the entities listed above on behalf of the City Department of Housing and Community Development.

The permitting requirements discussed above are based on a conference call between Andrew Wertz of S&ME and various City representatives including you, Kinsey Holton of City Stormwater, Eric Schultz of City Planning. Among various topics discussed, the City indicated that a wetlands delineation of the Housing Parcel would not be required and that the soil removal project would not be required to be submitted to the City’s Technical Review Committee (TRC).

We also anticipate participating in future coordination between the City and the South Carolina Department of Transportation (SCDOT) regarding proximity of the anticipated soil removal areas to existing roadway structures, specifically a concrete column located on the Housing Parcel which supports the Interstate-26 overpass.

**Task B: Soil Removal and Disposal Activities**

Following receipt of the necessary permits and approvals as discussed above, we will begin the soil removal and disposal activities at the Housing Parcel. S&ME intends to subcontract an environmental contractor to perform the soil removal, transport, and disposal activities. The activities are further detailed in the following sections.

**Soil Characterization for Disposal**

In September 2020, S&ME conducted characterization of arsenic- and lead-impacted soil on the Housing Parcel targeted for potential future disposal by collecting a representative sample of the soil and submitting the sample to an SCDHEC-certified laboratory for analysis of the 8 RCRA metals using the Toxicity Characteristic Leaching Procedure (TCLP) including SW-846 Methods 1311 and 6010. The previous characterization results indicated the soil can be considered a non-hazardous waste if disposed. We will submit the previous soil characterization results to a landfill to profile the arsenic- and lead-impacted soil for disposal at the landfill.

We assume the landfill will accept the previous soil characterization results for waste profiling purposes. If the landfill requires additional soil characterization, we will provide an additional proposal to conduct the soil characterization as required by the landfill.
Lead concentration less than 2,000 ppm as measured with an XRF instrument and less than 2,000 mg/kg as measured by a laboratory.

During excavation and removal of arsenic- and lead-impacted soil, S&ME will periodically collect soil samples from the edges (sidewalls) and bottom of the excavation and field screen the samples for arsenic and lead concentrations using an XRF instrument. Upon apparent completion of the impacted soil removal based on the XRF field screening, we will collect composite confirmation soil samples from the sidewalls and bottom of the soil removal areas. Five composite soil samples will be collected from each area (for a total of ten composite soil samples), as described below:

- Southern sidewall of the soil removal area,
- Northern sidewall of the soil removal area,
- Eastern sidewall of the soil removal area,
- Western sidewall of the soil removal area, and
- Bottom of the excavated area.

Each composite confirmation soil sample will consist of at least four individual samples, or aliquots. The aliquots will be collected using previously decontaminated sampling equipment. The aliquots for each composite confirmation soil sample will be placed into previously decontaminated sample bowls and homogenized. We will field screen the composite confirmation samples for arsenic and lead concentrations using XRF instrument and submit the samples to a laboratory for analysis of arsenic and lead by SW846 Method 6010.

If one or more composite confirmation soil samples exhibit XRF or laboratory results greater than the project goals, we will removal additional soil from the specific area until each composite confirmation soil sample exhibits XRF and laboratory results less than the project goals.

Upon completion of the impacted soil removal, we will survey the horizontal and vertical extents of the excavations.

**Backfilling**

Upon receipt of XRF and laboratory results less than the project goals, the environmental contractor will backfill the excavations with stockpiled surface soil from the arsenic-impacted area and Off-Site Fill Soil (as defined in the CM-MMP).

Initially at the arsenic-impacted area, the environmental contractor will use the stockpiled surface soil to backfill the excavation.

Following backfilling of the arsenic-impacted area with stockpiled surface soil, the environmental contractor will place a demarcation layer at the sidewalls and bottom of both excavations. The purpose of the demarcation layer is to provide a visual indicator of the transition between the existing soil at the bottom and sidewalls of the excavation (which is not suitable for unrestricted use) and the Off-Site Fill Soil used for backfilling.
Upon stabilization of the disturbed area, we will submit a Notice of Termination to the SCDHEC and City Stormwater and remove the silt fencing and other BMPs installed for sediment and erosion control.

Task C: Corrective Measure Report for Soil Removal and Disposal (Soil Removal CMR)

We propose to prepare a written Soil Removal CMR documenting the above field services and results conducted in accordance with the Scope of Services listed above and the forthcoming CM-MMP-Revision 1. The written Soil Removal CMR will be prepared upon our receipt of laboratory analytical report for the fill soil samples and soil disposal documents from the landfill. The report will document our field activities and discuss the confirmation soil sample field screening results and the Off-Site Fill Soil sample analytical results.

Excluded Services

Without attempting to provide a complete list of all or potential services performed by S&ME that will be excluded from this proposal, the following services are specifically excluded. Some of the services can be provided by S&ME, however, a separate proposal would be required if these services are desired.

- Removing and disposing segregated sources and/or waste materials that may be identified during the soil removal activities.
- Transportation or disposal of hazardous waste, and
- Construction material testing services.

Limitations and Exceptions

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final reports is limited to the above-referenced project and client. No other use is authorized by S&ME.

The scope of service, conclusions and recommendations are limited by the testing methods and equipment used based on applicable standards of normal practice in the geographic area at the time this work is performed. No other warranty, expressed or implied, is made.

Client Responsibilities

For S&ME to conduct the Basic Services described herein, the client must take responsibility for the following activities:

- Provide signed Professional Services Agreement,
- Allow for S&ME’s use of Forsberg survey data,
- Sign forms and documents as necessary for the permitting process, and
- Provide safe and reasonable access to the Housing Property.
Closing

S&ME appreciates the opportunity to submit this proposal and provide you with our environmental services. Should you have any questions, please feel free to contact either of us at 843.884.0005.

Sincerely,

S&ME, Inc.

Andrew Wertz, P.E.
Senior Engineer/Project Manager

Attachments: Revised Figure I-5
             Fee Estimate

Chuck Black, P.E.
Principal Engineer
Attachment I – Revised Figure I-5
Attachment II – Fee Estimate
## Fee Estimate

**Proposal for Voluntary Cleanup Contract (VCC) Soil Removal and Disposal Services**

Lowcountry Lowline Housing Parcel (VCC 17-6523-NRP)

Charleston, South Carolina

S&ME Proposal No. 211843

February 26, 2021

### A. Stormwater and Tree Removal Permitting

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<th>Total</th>
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Estimated Fee for Task A: $19,500.00

### B. Soil Removal and Disposal Activities

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Estimated Fee for Task B: $63,290.00

### C. Corrective Measures Report for Soil Removal and Disposal

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Estimated Fee for Task C: $4,600.00

Total Estimated Fee: $85,390.00

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**Notes:**

S&ME will charge only for quantities used.

Additional services requested or required will be billed at the listed unit rates

a. Reimbursables will be invoiced at actual cost plus 10%. The rates provided are estimates

b. The laboratory analysis will be performed on an expedited schedule
TO: John J. Tecklenburg, Mayor
FROM: TRAFFIC & TRANSPORTATION DEPT.
LEGAL
SUBJECT: BIKE SHARE AGREEMENT – GOTCHA MOBILE HOLINDGS AMENDMENT
REQUEST: APPROVE AGREEMENT BETWEEN CITY OF CHARLESTON AND GOTCHA MOBILE HOLDINGS, LLC AMENDING CURRENT AGREEMENT REGARDING THE OPERATION OF A BIKE SHARE PROGRAM TO ALLOW FOR NEW CONTRACTOR WHICH PURCHASED SUBSTANTIALLY ALL OF THE ASSETS OF THE GOTCHA GROUP TO FULFILL DUTIES AND OBLIGATIONS OF CURRENT AGREEMENT.

COMMITTEE OF COUNCIL: WAYS AND MEANS DATE: March 22, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Traffic & Transportation X X

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A X
if yes, provide the following: Dept./Div.: Account #: 
Amount needed for this item
Balance in Account

Does this document need to be recorded at the RMC's Office? Yes X No ☐

NEED: Identify any critical time constraint(s). Agreement should be approved as soon as possible. City of North Charleston will consider matter at next City Council meeting.

CFO's Signature: 
FISCAL IMPACT:
ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
This Amendment 3 ("Amendment") to the City of Charleston Bike Share Agreement, dated November 23, 2016 ("Agreement"), which is attached hereto as Exhibit 1, is entered into between City of Charleston, a municipal corporation organized under the laws of the State of South Carolina ("City") and Gotcha Mobile Holdings, LLC a wholly-owned subsidiary of Bolt Mobility Corporation, (successor in interest to the Agreement) ("Contractor"). The effective date of this Amendment is February 1, 2021 ("Amendment Effective Date"). All capitalized terms used herein that are not otherwise defined will have the meanings ascribed to them in the Agreement.

WHEREAS, last year the City entered into an agreement with Gotcha Mobility, LLC renewing their previous agreement for the period 11/23/2020 through 11/23/2021 which is attached hereto as Exhibit 2;

WHEREAS, On December 29, 2020, Contractor purchased substantially all of the assets of The Gotcha Group LLC (including the assets of other Gotcha entities) ("Gotcha").

WHEREAS, On December 29, 2020, Contractor purchased substantially all of the assets of The Gotcha Group LLC (including the assets of other Gotcha entities) ("Gotcha").

WHEREAS, Contractor desires to fulfill Gotcha’s duties and obligations under the Agreement.

WHEREAS, the City desires to have Contractor fulfill Gotcha’s duties and obligations under the Agreement.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Consent to Assignment. Pursuant to Section 27 of the Agreement, City hereby consents to the assignment of the Agreement to Contractor. Contractor hereby agrees to accept the assignment of the Agreement and to fulfill the duties and obligations of Gotcha thereunder.

2. Notice Information. All notices under the Agreement should be sent to:

   "Gotcha Mobile Holdings, LLC
   2901 Florida Avenue, Suite 840
   Miami, Florida 33133
   Attn: Legal Department"

3. No Other Changes. Except as set forth herein, no other amendments are made to the Agreement and all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the date first written above.
CITY OF CHARLESTON

By: ______________________

John J. Tecklenburg
Mayor, City of Charleston

Date: ______________________

GOTCHA MOBILE HOLDINGS, LLC

By: ______________________

Ignacio Tzoumas
Chief Executive Officer

Date: ______________________
EXHIBIT 1
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AGREEMENT

THIS AGREEMENT is entered into this 23rd day of November, 2016, between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as “the City”), and The Gotcha Group, LLC, a Georgia limited liability company (hereinafter referred to as “Gotcha Bike”).

WHEREAS, a bike share program will offer residents and visitors opportunities for transportation, recreation, and fitness and will increase the visibility of bicycling and raise awareness of safety, accessibility, public health, and transportation issues; and

WHEREAS, the City solicited Requests for Proposals regarding the establishment and operation of a privately owned and operated bicycle-sharing program that could potentially be operated, in part, from City-owned property and rights-of-way (the “Program”); and

WHEREAS, after receipt and review of proposals, Gotcha Bike was selected to establish the Program, to include the provision of bicycles and bicycle-stations, along with associated maintenance and operational responsibilities; and

WHEREAS, for the Program to be successful, it is necessary that Program facilities be visible, conveniently located, and readily accessible which may necessitate that some of the Program facilities be located in certain City rights-of-way, including on sidewalks, or on other property owned or controlled by the City; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, and other valuable consideration, the parties agree as follows:

§1. SCOPE OF AGREEMENT

The purpose of this Agreement is to set the parameters for the installation, management, operation and maintenance of the Program when utilizing locations owned or controlled by the City. Nothing herein shall be deemed as authorization for Gotcha Bike to install Program components on privately owned property or rights-of-way belonging to any governmental authority other than the City.

§2. CONTRACT TERM

The initial term of this Agreement, unless earlier terminated or amended as provided for herein, shall be for a period of three (3) years from the date of execution by the last party to this Agreement.

§3. RENEWAL

Upon the mutual agreement of the Parties, this Agreement may be renewed for up to two additional 1-year terms.
§4. COMPENSATION AND PAYMENT TERMS

There shall be no payment authorized by this Agreement to any party to this Agreement. No public funds shall be utilized to initiate, maintain, or subsidize the Program.

§5. DEFINITIONS

The following terms have the meaning and/or usage ascribed herein, except where an alternative definition or usage is specifically provided:

1. **Contractor** means Gotcha Bike and every person or entity retained by Gotcha Bike to design, manufacture, install, construct, deconstruct, reconstruct, operate or maintain the Program components.

2. **Maintenance** means every action, up to and including replacement of any structure or component necessary to keep Program equipment in good working order and in a clean and appealing condition, whether such action is necessitated by normal wear and tear, accident, vandalism or acts of God.

3. **Program** means the bicycle-sharing program operated by Gotcha Bike in the City pursuant to this Agreement, including all facility locations in the City rights-of-way or on other City property.

4. **Restoration Costs** mean all costs necessary to restore City owned or controlled property to the same condition as existed prior to its use in the Program.

§6. OBLIGATIONS

A. GOTCHA BIKE’S OBLIGATIONS

1. **Program Operation.** During the term of this Agreement and any future extension, Gotcha Bike agrees to operate the Program that enables users to access Program bicycles by way of computer application or from stationary racks. The initial phase of the Program may include up to 250 bikes. Any additional phases shall be subject to the approval of the City. Gotcha Bike will own all facets of the Program and all Program facilities. Gotcha Bike shall be solely responsible for all costs of installation, operation and maintenance of the Program and Program facilities. Any equipment installed and utilized by Gotcha Bike shall be in accordance with manufacturer specifications, and all applicable City rules, regulations and ordinances, and any other applicable governmental authority.

Gotcha Bike acknowledges its responsibility to assure that the Program does not materially disrupt or impede pedestrian traffic on or access to sidewalks and other public property and agrees to employ reasonable business practices that discourage the parking of its bicycles at any locations other than the Program bike racks. Throughout the term of this Agreement, Gotcha Bike shall employ and make available on a 24 hour/365 day basis a Manager who shall respond to City calls and inquiries. Throughout the term of this Agreement, Gotcha Bike shall employ personnel in a sufficient number to maintain the Program equipment in a working manner, to include Program bike racks, and sufficient equipment and
personnel to retrieve Program bikes left on any public rights-of-way or on any City owned or controlled property not designated as a Program bicycle rack location. Such retrieval shall occur on a regular basis throughout the day, and no less than once per day. The failure of Gotcha Bike to regularly monitor and retrieve its bikes left on or affixed to public property, including parking meters and utility poles, shall constitute grounds for this Agreement to be immediately terminated by City Council. Gotcha Bike agrees it shall remove any of its bikes from public property as directed by the City Police Department.

2. Reports.

a. Performance Report. Gotcha Bike shall provide to the City, on the 1st day of each quarter this Agreement is in effect, a report outlining Program Operations. Such report shall include the number of Program subscribers, the number of transient users, the number of trips taken during the quarter, broken down on a monthly basis, the length of a typical rental, the number of miles traveled, the average rental period, the number trips that ended outside of a program facility, the number of accident reports for the quarter, and the most frequently used rack locations and such other information that may be reasonably requested by the City.

b. Records. Gotcha Bike shall maintain all its books, documents and records relating to this Agreement during the term of the Agreement period and for three (3) years thereafter, and shall provide the City access to such at the City's written request. The books, documents and records shall be made available to the City within ten (10) days after the written request is made.

c. Maintenance Reports. Gotcha Bike shall keep maintenance records on all Program equipment and facilities, which records shall be made available to the City within ten (10) days after written request is made.


Except as otherwise provided herein, Gotcha Bike shall be solely responsible for the costs of all required licensing, permitting, business license taxes and other fees that may be necessary to lawfully operate the Program.

B. CITY'S OBLIGATIONS

1. During the term of this Agreement and any future extension, the City agrees to permit the operation of the Program in accordance with the terms of this Agreement and otherwise comply with the terms of this Agreement.

§ 7. PROGRAM RACK LOCATIONS ON PUBLIC PROPERTY

1. Any Program bicycle racks proposed to be located on City rights-of-way or on other City owned or controlled property shall require the approval of the Public Service Department or the Recreation Committee, as applicable, pursuant to a revocable encroachment permit or license agreement. Any Program bicycle rack proposed to be located on a right-of-way owned by another governmental entity shall require the
approval of that applicable entity. An initial list of proposed Program bicycle racks in City rights-of-way or other City owned or controlled property is attached hereto as Exhibit A. Requests for additional locations shall be processed in accordance with §7 hereof.

2. Upon the approval of a bicycle rack location in a City right-of-way or on other City owned or controlled property, Gotcha Bike shall confer with the City’s Design Review Committee as to the exact size and specific location of the bicycle rack. A bicycle rack proposed to be located in a City right-of-way shall also require the signatory approval of the Director of the Department of Traffic and Transportation, or his designee. No location shall be approved that does not wholly conform to law, including but not limited to compliance with the American with Disabilities Act and applicable site clearance requirements.

3. The City shall have the right to require a bicycle rack to be moved temporarily to accommodate a construction project or special event, and permanently if the location proves to be dangerous or obstructive to vehicular or pedestrian movement. Any such removal shall be at the sole expense of Gotcha Bike.

4. All Program bicycle racks shall be freestanding and portable. No rack may be affixed to the rights-of-way or City owned or controlled property by way of bolts or other means. No electrical hook-ups shall be permitted in the City rights-of-way or on other City owned and controlled property. Dimensions of the bicycle racks shall not exceed those as shown on Exhibit B.

5. If, during the term of this Agreement, Gotcha Bike deems it necessary to relocate or add Program bicycle racks in the City rights-of-way or on other City owned or controlled property, such requests shall be submitted in writing, on a form to be provided by the City.

§8. PROGRAM EXPANSIONS OUTSIDE OF THE PENINSULA

Any expansion of the Program to rights-of-way or City owned or controlled property outside the Peninsula shall require the approval of the City’s Procurement Department and City Council.

§9. CITY’S RESPONSIBILITIES

1. Program Operation. The City will provide Gotcha Bike with staff assistance, as needed, in locating additional or replacement Program bicycle racks. In no event shall the City be required to assume any active role or responsibility for the operations of the Program, which shall remain entirely with Gotcha Bike. In no event shall the City be financially responsible for the Program.

2. Use of Right-of-way. The City agrees to allow Gotcha Bike, its representatives, employees, consultants and contractors, access to the Program bicycle racks located in rights-of-way or on other City owned or controlled property that is reasonably necessary to install and maintain the Program equipment and facilities. Gotcha Bike shall coordinate such access with the Department of Traffic and Transportation or the Department of Parks, as applicable. The grant of access does not constitute a
conveyance of any interest in the public rights-of-way or other City owned or controlled property.

§10. SIGNAGE

1. **General Limitations.** All signage on Program facilities must conform to applicable state, local and federal law and the Guidelines hereinafter set forth. Gotcha Bikes shall promptly remove any sign determined by the City, in its sole discretion, to be in violation of these Guidelines.

2. **Signs on Bicycles and Bicycle Racks.** Signs and logos not related to the Program may only be displayed on the portions of the Program bicycles and bicycle racks as delineated on Exhibit C.

3. **Content Guidelines.** No sign on Program facilities or equipment shall include any message that is illegal, obscene, libelous or fraudulent.

4. **Medium Guidelines.** All signs on Program facilities shall be constructed of safe and sturdy materials and be affixed in a safe and workmanlike manner, subject to the approval of the City. Any material that might interfere with the safe, timely, and convenient operation of the bicycles or bicycle racks, or the safety of users of the Program or the general public are prohibited. Signs that include any flashing element, that emit sound or that mirror law enforcement or any other special effects are prohibited. Signs may not include any flyer or papers or other item designed to be removed from the sign or the bicycle rack.

5. **Guideline Amendments.** During the term of this Agreement, the City reserves the right to amend the Guidelines provided in this Section; provided, however, the City agrees to consult with Gotcha Bike prior to implementing any amendment. Any amendment by the City to these Signage Guidelines shall be effective thirty (30) days after written notice is provided to Gotcha Bike.

6. **Default.** A violation of the Signage Guidelines as set forth in this Section shall be cause for the City to terminate this Agreement if said violation is not corrected within fifteen (15) days of notice to Gotcha Bike. The determination that there has been a violation of these Signage Guidelines shall be at the sole discretion of the City. Verbal notice of a violation is sufficient.

7. **No Waiver.** Nothing in these Sign Guidelines shall be deemed a waiver by the City of any of its right to enforce any and all City ordinances applicable to signs, as the same may, from time to time, be amended during the term of this Agreement.

§11. DEFAULT AND TERMINATION

1. Except where specifically provided for elsewhere in this Agreement, in the event Gotcha Bike shall default in any of the covenants, agreements, commitments, or conditions herein contained, or if any event of default set forth below shall occur, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof to Gotcha Bike, the City may, at its option and in addition to all other rights and remedies which it may have at law or equity, including expressly the
specific performance hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Gotcha Bike under this Agreement. Notwithstanding the foregoing, Gotcha Bike's obligation with regards to indemnification as provided in Section 17 of this Agreement shall survive the expiration or termination of this Agreement with regard to any claim arising during such time as this Agreement was in effect.

2. The following constitutes events of default:

(a) If Gotcha Bike makes an assignment of its property for the benefit of creditors;

(b) If Gotcha Bike petitions the court to be adjudged bankrupt, or is adjudged bankrupt;

(c) If a petition in bankruptcy shall be filed in any court against Gotcha Bike for more than thirty (30) days;

(d) If Gotcha Bike is judicially determined to be insolvent;

(e) If a receiver or other officer shall be appointed to take charge of the whole or any part of Gotcha Bike property, or wind up, or liquidate its affairs;

(f) If Gotcha Bike shall seek reorganization under any terms of the National Bankruptcy Act, as amended, or under any other insolvency law;

(g) If Gotcha Bike shall admit in writing its inability to pay its debts as they become due;

(h) If any final judgment shall be rendered against Gotcha Bike and remain unsatisfied for a period of thirty (30) days from the date of which it becomes final;

(i) If Gotcha Bike shall abandon the operation of the Program and its facilities;

(j) If Gotcha fails to maintain the Program equipment and facilities in good working order and repair and in a clean and attractive condition, after ten days written notice to correct deficiencies;

(k) If Gotcha Bike fails to abide by any of the terms of this Agreement.

§12. TITLE TO BE RETAINED BY GOTCHA BIKE

Gotcha Bike shall retain title to and ownership of all the Program facilities and equipment.

§13. REMOVAL OF FACILITIES
1. Gotcha Bike shall remove the Program facilities and equipment in the City's rights-of-way or on other property owned or controlled by the City that are permitted under this Agreement within ten (10) days of the expiration or earlier termination of this Agreement. The failure to timely remove Program facilities and equipment shall enable the City to do so at Gotcha Bike's expense and without liability for any damage to facilities or equipment that may be occasioned thereby.

2. After a Program facility is removed, either at the discretion of the City or upon the decision of Gotcha Bike, Gotcha Bike shall restore the right-of-way or other City owned or controlled property to the condition that existed prior to its use in the Program. The City may charge Gotcha Bike for its costs associated with restoring the rights-of-way or other City land to such condition if Gotcha Bike fails to do so.

§14. MAINTENANCE

1. Gotcha Bike shall have the sole responsibility to maintain all Program bicycles, racks, and other equipment and facilities used in association with the Program. City shall not have any obligation with regards to the maintenance of Program bicycles, racks, and any other equipment and facilities. Gotcha Bike shall be responsible for maintaining the bicycles, racks, and other equipment and facilities in good repair and in a manner that shall not interfere with proper, safe and continuous use of the right-of-way by pedestrians and motorists.

2. Notwithstanding anything in the above provision, the City shall have the right to work within the rights-of-way, whether by its own forces or with contracted forces, and may require the removal of Program equipment and facilities in accordance with § 7.3. In the event of an emergency posing a risk to public health, safety or welfare, the City may act without providing the notice.

§15. DANGEROUS CONDITIONS

Gotcha Bike shall take all necessary precautions so as not to suffer or permit any unreasonably dangerous condition to pedestrians and/or motorists to be created, exist, or continue. In the event the City declares that an unreasonably dangerous condition exists, Gotcha Bike shall take all steps necessary and without any delay to abate or cause its Contractor to abate the condition.

§16. NOTICES

All notices required under this Agreement to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid):

To: City of Charleston  
John J. Tecklenburg  
Mayor  
City of Charleston  
PO Box 304  
Charleston, SC 29402

To: The Gotcha Group, LLC  
Sean Flood  
Chief Executive Officer  
The Gotcha Group  
522 King Street  
Charleston, SC 29401
With copies to:

Legal Department
City of Charleston
50 Broad Street
Charleston, SC 29401

Procurement Division
City of Charleston
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§17. GENERAL INDEMNIFICATION

1. Gotcha Bike shall defend, indemnify, and hold harmless the City and all of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs, expenses, including reasonable attorney’s fees, arising out of or resulting from, any claim by a third party arising out of or otherwise relating to the negligent acts or omissions or intentional misconduct of the Gotcha Bike or anyone acting under its direction or control in connection with the performance of its obligations hereunder.

2. Gotcha Bike’s contracts with every Contractor shall require such persons or entities to defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees to the same extent that Gotcha Bike is required to defend, indemnify, and hold harmless City and any of its agents, officials, officers, and employees.

§18. INSURANCE

Gotcha Bike shall procure and maintain, and shall require its Contractors to procure and maintain, throughout the duration of this Agreement, insurance coverage no less than the types and amounts specified below. Gotcha Bike shall ensure that City is named as an additional insured on all policies required herein.

1. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $1,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

   a. Severability of Interests Coverage applying to Additional Insureds

   b. Contractual Liability

   c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $1,000,000

   d. No Contractual Liability Limitation Endorsement

   e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
2. Workers' Compensation Insurance if applicable, as required by statute, including Employers Liability with limits of:

   a. Workers' Compensation (if applicable) Statutory

   b. Employers' Liability with limits of
      - $100,000 each accident
      - $500,000 disease—policy limit
      - $100,000 disease each employee

3. Commercial Automobile Liability Insurance: with a limit of 1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance shall be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, used in connection with this Agreement.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of $1,000,000.

5. Gotcha Bike shall deliver to City, prior to the start of any installation of Program equipment on City rights-of-way or other City owned or controlled property properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to the City.

6. All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Gotcha Bike shall contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, no less than 30 days' notice of cancellation will be provided to the City.

7. If the coverage afforded is cancelled or changed or its renewal is refused, Gotcha Bike shall give at least thirty (30) days prior written notice to City. It is the sole responsibility of Gotcha Bike to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event Gotcha Bike fails to procure and maintain the required insurance or cause the City to be named as an additional insured, City may immediately terminate this Agreement.

§19. INDEPENDENT CONTRACTOR

Gotcha Bike and its employees, agents, contractors and subcontractors are independent contractors and are not City agents. Gotcha Bike and its employees, agents, contractors and subcontractors have no authority to take any action or execute any documents on behalf of the City except as specifically provided for in this Agreement.

§20. CONTROLLING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina. Gotcha Bike and City shall: (1) submit to the jurisdiction of the state courts located in Charleston County, South Carolina; (2) shall waive any and all
objections to jurisdiction and venue; (3) and shall not raise forum non conveniens as an
objection to the location of any litigation.

§21. COMPLIANCE WITH LAWS

Goetcha Bike and its and its employees, agents, contractors and subcontractors shall
comply with all federal, state, and local laws, ordinances and regulations applicable to the
installation and maintenance of the Program equipment. Goetcha Bike shall require its
Contractors and subcontractors to secure all occupational and professional licenses and
permits from public or private sources necessary for the fulfillment of the obligations
hereunder.

§22. DEFAULT AND REMEDIES

If Goetcha Bike shall be in default or breach of any material provision of this Agreement,
City may terminate this Agreement, suspend City’s performance and invoke any other
legal remedy after giving notice and opportunity to correct such default.

§23. WAIVER

Failure on the part of any party to complain of any act or failure of the other or to declare
any of the other party default, irrespective of how long such failure continues, shall not
constitute a waiver by such party of its rights under this Agreement. The waiver of any
provision of this Agreement shall not be effective unless such waiver is reduced to
writing and signed by the party against whom the waiver is asserted.

§24. MODIFICATION

This Agreement shall not be amended, modified or cancelled without the written consent
of the parties.

§25. HEADINGS; CONSTRUCTION OF AGREEMENT

The headings of each section of this Agreement are for reference only. Unless the
context of this Agreement clearly requires otherwise, all terms and words used herein,
regardless of the number and gender in which used, shall be construed to include any
other number, singular or plural, or any other gender, masculine, feminine or neuter,
same as if such words had been fully and properly written in that number or gender.

§26. SEVERABILITY OF PROVISIONS

Except as specifically provided in this Agreement, all of the provisions of this Agreement
shall be severable. In the event that any provision of this Agreement is found by a
court of competent jurisdiction to be unconstitutional or unlawful, the remaining
provisions of this Agreement shall be valid unless the court finds that the valid provisions
of this Agreement are so essentially and inseparably connected with and so dependent
upon the invalid provision(s); or unless the court finds that the valid provisions, standing
alone, are incapable of being performed in accordance with the intentions of the parties.

§27. ASSIGNMENT
Gotcha Bike may contract for the installation and maintenance of Program facilities, but may not assign or transfer any part or all of its obligations or interest under this Agreement without City's prior written approval.

§28. CONFLICTS OF INTEREST

Gotcha Bike certifies that no officer or employee of the City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Gotcha Bike or its contractors under this Agreement.

§29. NO PARTNERSHIP

It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind of nature of the other in performance of this Agreement.

§30. TAX COMPLIANCE

Gotcha Bike shall, upon request, furnish to City proof that it and each of its Contractors are not delinquent on any City business license taxes or other fees.

§31. FURTHER ACTS

The parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

§32. COOPERATION

The parties shall cooperate in the implementation and performance of the acts, undertakings, and obligations as set forth in this Agreement.

§33. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest.

§34. REPRESENTATIONS

The parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

§35. COUNSEL REVIEW

The parties acknowledge that each has had the opportunity to seek independent counsel to review this Agreement.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

[Signature]
Name
Date: 11/23/16

[Signature]
Name
Date: 11/23/16

WITNESSES FOR THE GOTCHA GROUP, LLC:

[Signature]
Name
Date: 11/23/2016

[Signature]
Name
Date: 11/23/2016
EXHIBIT A
Exhibit A: List of Proposed Station Locations on City Property or Right-of-Way

Stations Located on City Property

1. Moultrie Playground – In grass along Ashley Avenue
2. Inside Hampstead Park: Exact location to be determined by DRC

Stations Located on City Controlled Rights-of-Way

3. Gaillard Center – George Street near existing bike rack
4. The Aquarium – Adjacent to Parking Garage
5. Visitors Center – Ann Street sidewalk
6. Middle King St. (Between Wentworth Street & Liberty Street)
7. Elmwood Avenue/The Citadel
Moultrie Playground

Dimensions: 55' x 12'
Inside Hampstead Park

(Exact Location to be determined by DRC)
Visitors Center

Dimensions: 28' x 8' 10"
EXHIBIT B
Exhibit B: Maximum Bicycle Rack Station Dimensions

- Bicycle rack dimensions, including signage, shall not exceed the dimensions shown in the figure below.
Bike Branding
Large Signs

- Material - Steel
- Finish - Corrosion resistant powder coat
- Visual Asset - 3mm aluminum composite with vinyl
- Large surface for station information, maps, safety tips and branding space
- Secure to custom baseplates to prevent sidewalk damage
- Custom security bolts prevent theft
- No wiring or electrical power necessary
Compact Signs

- Material - Steel
- Finish - Corrosion resistant powder coat
- Visual Asset – 3mm aluminum composite with vinyl
- Compact surface for station information, maps, safety tips and branding space
- Secure to custom baseplates to prevent sidewalk damage
- Custom security bolts prevent theft
- No wiring or electrical power necessary

11.50 Inch  2.50/4.00 inch  72 inch
Length       Width       Height
EXHIBIT 2
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

WHEREAS, by Agreement, dated November 23, 2020 and beginning on the same date therewith, the City of Charleston ("City") and the Gotcha Group, LLC ("Gotcha") entered into an Agreement for the operation of a bike share program within the City of Charleston. Said Agreement being marked as Exhibit A, attached hereto, and incorporated by reference herein.

WHEREAS, Gotcha Group, LLC is a subsidiary of Gotcha Mobility, LLC., and Gotcha Mobility, LLC was sold to Last Mile Holdings Ltd on February 28, 2020.

WHEREAS, Gotcha Mobility, LLC will remain the operating entity.

WHEREAS, Gotcha Mobility, LLC and The City of Charleston are desirous of renewing their Agreement for the period of 11/23/2020 through 11/23/2021 as described in Section 3 of the Agreement.

NOW THEREFORE, the referenced Agreement is renewed as specified above and the company ownership is amended to reflect the new ownership by Gotcha Mobility, LLC provided that all other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF that Gotcha Mobility, LLC and The City of Charleston have executed and delivered this document.

CITY OF CHARLESTON  
BY:  

[Signature]  
(Title)  
9. 20  
(Date)

GOTCHA MOBILITY, LLC  
BY:  

[Signature]  
(Title)  
11/6/2020  
(Date)
TO: John J. Tecklenburg, Mayor
FROM: Scott Watson
DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS - COASTAL COMMUNITY FOUNDATION
REQUEST: To apply for a grant in the amount of $35,000 from the Coastal Community Foundation to support temporary public art as an extension of the MOJA Arts Festival in 2021 and 2022.

COMMITTEE OF COUNCIL: W&M
DATE: March 23, 2021

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Office of Cultural Affairs</td>
<td>X</td>
<td></td>
<td>Scott Watson (e-signature)</td>
<td></td>
</tr>
<tr>
<td>Grants Manager</td>
<td>X</td>
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FUNDING: Was funding previously approved? Yes No N/A
If yes, provide the following: Dept./Div.: Account #: Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes No

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:

Mayor's Signature: __________________________
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
MOJA Arts Festival, produced by City of Charleston Office of Cultural Affairs

Process: The Facebook Grant for Sustaining Black Communities

Contact Info  Request

Applicant:
Mr. Scott Watson
watsons@charleston-sc.gov
843-720-3885
75 Calhoun St., #3800
Charleston, SC 29401 United States

Organization:
MOJA Arts Festival, produced by City of Charleston Office of Cultural Affairs
57-6000226
843-724-7305
75 Calhoun St., #3800
Charleston, SC 29401 United States

If your organization information does not appear correct, please contact the funder. Thank you.

Fields with an asterisk (*) are required.

Introduction

General Information

The Facebook Grant for Sustaining Black Communities grant program will award funds over a two year engagement period to nonprofit organizations and programs in Berkeley, Charleston and Dorchester counties supporting innovation, creativity, and resiliency in Black communities. This program is specifically designed for nonprofits providing goods or services that directly and specifically support Black people and communities, with a preference for nonprofits that are Black-led, in the areas of:

- arts, culture, and humanities;
- education;
- community improvement and capacity building;

https://www.grantinterface.com/RequestSubmission/LOI?request=5055531
• human services; and
• civil rights, social action, and advocacy (non-political)

Grant requests up to $35,000 will be considered.

A. Black-led organizations are defined as groups with 2 of the 3 criteria:

1. At least 51% of the Board of Directors identifies as Black;
2. The organization's Executive Director or equivalent identifies as Black;
3. At least 51% of the organization's Leadership Team (senior management level) identifies as Black.

B. Black-serving organizations are defined as groups whose population served are at least 51% Black.

**Eligibility.**

Applications are accepted from organizations that a) are recognized by the I.R.S. as a non-profit, being either a government agency, a recognized house of worship, or an organization exempt from income tax with a 501(c)(3) designation and b) do no discriminate on the basis of age, sex, religion, race, color, sexual orientation, national/ethnic origin or disability.

**Requirements**

Applicant organizations must complete all application pages by the deadline. **Incomplete applications cannot be considered.**

**Schedule**

**Phase 1 Submission: Letter of Interest** - Can be a written or video submission responding to LOI questions - January 27th, 2021 - February 17th, 2021
Committee Review - February 19th - March 8th, 2021
Notification of LOI Status - March 8th, 2021

**Phase 2 Submission: Grant Application** - A written submission responding to application questions - March 8th, 2021 - March 26th, 2021
Committee Review - March 26th, 2021 - April 27th, 2021
Site Visits - April 30th - June 1st, 2021
Launch of Awards and Capacity Building Cohort - June 20th, 2021

**Questions?**

If you have specific questions, please contact Amber Brown at
Amber@coastalcommunityfoundation.org

☑️ Applicant Information

https://www.grantinterface.com/Request/Submission/LOI?request=6055531
Project Name:*
MOJA Arts Festival, produced by City of Charleston Office of Cultural Affairs

Organization's EIN (Employer ID#)*

# 576000226

Mailing address (if different):
You can see the address associated with your account on your dashboard, or at the top of this request. If the address you'd like a potential grant check mailed to is different from address, please include the street address, city, state and zip code here.
75 Calhoun St., #3800

Focus Area*

Arts/Culture/Humanities

Executive Director (or equivalent):*
Scott Watson

Executive Director or equivalent email address:*

✉️ watsons@charleston-sc.gov

Contact person for this grant request (if different):

Contact email:

✉️

Annual Budget of the Organization:*

$ 250,000.00

Organization Staff and Leadership:*
Is your organization's staff and leadership representative of the Black community in the Charleston metro region?

-disabled
Yes

No

What are your organization's greatest capacity needs?*

☑️ Professional Development
☑️ Fundraising
☑️ Grant Writing
☑️ Evaluation
Marketing and Communications
  Staffing
  Other

NEXT SECTION CAN BE A WRITTEN RESPONSE OR A VIDEO SUBMISSION (VIDEO MUST BE A YOUTUBE LINK PASTED IN THE YOUTUBE QUESTION BELOW)

If you need help setting up a YouTube video, please click on this link:

YouTube Steps

What is your organization's mission?

The MOJA Arts Festival, produced annually each autumn since 1983, traditionally runs for eleven days presenting a variety of events in the visual arts, traditional crafts, dance, classical music, jazz, gospel, storytelling, poetry, theatre, literary arts, rhythm and blues and children's activities. The MOJA Arts Festival remains a vital community event with a regional and national profile celebrating the Lowcountry's African-American and Caribbean art, culture and history. MOJA is the only festival of its kind in the South Carolina Lowcountry, and typically brings together over 80,000 people, drawing

27 characters left of 1,000

How does your organization support innovation, creativity, and/or resiliency in the Black community?

Each year, the MOJA Arts Festival brings together an impressive calendar of festive performances, exhibitions, and events that enrich and enliven our community, offering locals and visitors alike the opportunity to immerse themselves in the cultural heritage and artistic vitality of the South Carolina Lowcountry. MOJA provides local artists of color and creative talents with a professionally produced platform, hosting amazing music and concert programs, dynamic theatre productions, and stunning visual arts exhibitions in Charleston's foremost venues, including the Dock Street Theatre, City Gallery, Charleston Gaillard Center, and Memminger Auditorium, as well as the City's historic parks and public spaces, including Marion Square, Brittlebank Park and Hampton Park.

Taken together, the work of MOJA serves to promote, preserve, interpret, and disseminate information about the Black experience, as reflected in the history and culture of African-Americans and the broader African diaspora, to the global community. The success of MOJA is a direct result of tireless work behind the scenes by a dedicated network of community partners and passionate volunteers, with longstanding partners in the local public school system, houses of worship, civic groups, and institutions of higher learning. MOJA is founded on tradition and it is proud to be a vibrant part of the fabric of culture here in Charleston.

As an initiative produced by the City of Charleston through its Office of Cultural Affairs, MOJA's governance responsibilities are entrusted to Charleston's City Council and the Mayor, with City Council

1 characters left of 2,500
Awarded Grant Funds:

How would the awarded grant funds best support your organization’s innovative, creative, and resiliency building work? Is this work ongoing or would it be a new program?

If invited to submit a full application for the Facebook Grant for Sustaining Black Communities, the MOJA Arts Festival would propose a new program to integrate community-engaged public art installations to the Festival’s ongoing efforts, affording greater visibility for MOJA year-round and punctuating the visual fabric of Charleston with intentional and authentic Interventions of Black art and art interrogating the Black experience. This new initiative was originally planned to be piloted in 2020 as part of the Charleston 350 Commemoration, and will incorporate recommendations and priorities put forward by the City of Charleston’s Special Commission on Equity, Inclusion and Racial Conciliation and its subcommittee on History and Culture. Sites under consideration include City parks, arterial traffic corridors both on the peninsula and in historically Black communities on James and Johns Islands, Cainhoy, and other areas in East Cooper and West of the Ashley, with the potential to grow to include future sites throughout the tri-county region. Priority consideration has already been given to the future Lowline Park and adjacent sites connecting the Eastside, North Central, and Cannonborough-Elliotborough neighborhoods to the linear park. MOJA’s proposed public art initiative

What would be your proposed timeline for expending the grant funding?

Assuming that COVID-19 restrictions ease during the first half of 2021, MOJA would propose a two-year project kicking off in July 2021, with the most visible public outcomes anticipated for Autumn 2022 and evaluation and activation of next phases continuing in the first two quarters of 2023. Grant funding would be anticipated for artistic fees and project costs, technical consultants, documentation and evaluation. Overhead expenses and administrative support would be provided by the City of Charleston Office of Cultural Affairs, with oversight by the MOJA Arts Festival Planning Committee

What would indicate that your work was successful?

MOJA’s proposed public art initiative would seek an outcome of greater awareness of local African-American heritage and culture here in the Charleston region. This would coordinate with MOJA’s traditional goals of stimulating cultural tourism that supports and engages with the local Black community, while sustaining and celebrating the African-American experience in the Lowcountry. A structured program of surveys for local residents, social media networks, and participating artists would be implemented over the course of the project, reinforced by new digital assets that would make

596 characters left of 1,500

If you would like to submit a YouTube video, please add URL here.

https://youtu.be/ZXqrAkwyTnM

Abandon Request
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Joe Swaim / Andrew Jones DEPT. Stormwater Management
SUBJECT: BARBERRY WOODS IMPROVEMENT FEE AMENDMENT #2

REQUEST: Approval of Fee Amendment #2 with W.K. Dickson & Co., Inc., in the amount of $29,080.00 for project administration, plat map production, property acquisition negotiation, and testimony effort services. Approval of Fee Amendment #2 will add 30 days to the contract.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 23, 2021
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
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<tbody>
<tr>
<td>Corporate Counsel</td>
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<tr>
<td>Dir. of SW Management</td>
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FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐

If yes, provide the following: Dept/Div Public Svc-Engineering Acct # 050366-58238
Balance in Account $29,080.00 Amount needed for this item $29,080.00

NEED: Identify any critical time constraint(s).

CFO'S Signature: [Signature]

FISCAL IMPACT: Approval of Fee Amendment #2 will increase the professional services contract by $29,080.00 (from $690,815.00 to $719,895.00). Funding for this project is the Drainage Fund.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
This is EXHIBIT K, consisting of [6] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [August 6, 2020].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: ______.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Charleston

Engineer: W. K. Dickson & Co., Inc.

Project: Barberry Woods Drainage Improvement

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

___ X Additional Services to be performed by Engineer

_____ Modifications to services of Engineer

_____ Modifications to responsibilities of Owner

___ X Modifications of payment to Engineer

___ X Modifications to time(s) for rendering services

_____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

*Please refer to Attachment A, Scope of Services, dated February 8, 2021.*

Agreement Summary:

Original agreement amount: $498,070.00
Net change for prior amendments: $192,745.00
This amendment amount: $29,080.00
Adjusted Agreement amount: $719,895.00

Change in time for services (days or date, as applicable): 30 Additional Calendar Days
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Charleston, SC

By: 
Print name: 
Title: 
Date Signed: 

ENGINEER: W. K. Dickson & Co., Inc.

By: Scott Sigmon
Print name: Scott Sigmon
Title: Vice President
Date Signed: 2-22-12
ATTACHMENT A

SCOPE OF SERVICES
CITY OF CHARLESTON, SC
TRACT 1750 AND 2262 ACQUISITION ASSISTANCE
FEBRUARY 22, 2021

SCOPE OF WORK:

TASK 1 – PROJECT ADMINISTRATION
Consultant will administer the project in a manner so as to be responsive to the needs and schedule of the Owner to assure the quality of the product. The following project administration efforts will include, but not be limited to, the following items:

Project Administration:
Consultant shall oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis. The Engineer shall also provide a minimum of two project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.

Consultant shall maintain a cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents. Project Management is anticipated to occur on an ongoing basis throughout the entire project.

This task also includes update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended due to the City holding up delivery of scoped work or scope of work expansion. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor and/or landscape architect registered in the state of South Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

The Engineer shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, review subgrantee progress and invoicing, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing. Invoicing shall be itemized with worked hours and receipts of billed expenses.
TASK 2 – PLAT MAP PRODUCTION
Consultant will prepare a plat map for Tracts 1750 and 2262 that will be used during the property acquisition process. Due to the size of these properties, several survey monuments will need to be established to confirm property boundaries and any existing easements. This plat map will be prepared to meet the standards and review of the City of Charleston, standards of recordation within Charleston County and the State of South Carolina.

TASK 3 – PROPERTY ACQUISITION NEGOTIATION
Consultant will prepare property acquisition material for Tracts 1750 and 2262, as shown in Figure 1, and will also negotiation, on behalf of the City, with the property owner during the acquisition process. This effort also assumes that the City will prepare, through their own staff or contract attorneys, all instruments of conveyance, title opinions and will coordinate closings.

Also, this effort will include an appraisal report for both Tracts 1750 and 2262, which will be used to estimate the fee simple market value of these tracts. Since both properties are owned by the same entity, it is assumed that one appraisal report will be prepared for both properties. This appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. This appraisal will also comply with the Uniform Standards for Federal Land Regulations (USFLA).

TASK 4 – TESTIMONY EFFORT (T&M)
This task is setup for the appraiser to provide court appearance or court testimony to support the overall appraisal effort or provide further information to the court as needed. This Task is setup as a Time and Materials (T&M) effort, where only the time, based on an hourly effort, and associated reimbursables for this task will be billed. This task will not be billed until written approval from the City is provided.

FEE:
Engineer’s compensation is summarized below in Table 1 for Tasks 1 – 4 (as noted in the above Scope of Services) for the total fee amount of $29,080.00:
<table>
<thead>
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<th>Task Number</th>
<th>Task Description</th>
<th>Contract Terms</th>
<th>Fee Amount</th>
</tr>
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<tr>
<td>1.0</td>
<td>Project Administration</td>
<td>Lump Sum</td>
<td>$1,800</td>
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<tr>
<td>2.0</td>
<td>Plat Map Production</td>
<td>Lump Sum</td>
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</tr>
<tr>
<td>3.0</td>
<td>Property Acquisition</td>
<td>Lump Sum</td>
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<td></td>
<td>Negotiation</td>
<td></td>
<td></td>
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<tr>
<td>4.0</td>
<td>Testimony Effort (T&amp;M)</td>
<td>Time and Materials</td>
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<tr>
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AN ORDINANCE

TO AMEND ARTICLE VIII OF CHAPTER 30 OF THE CODE OF THE CITY OF CHARLESTON TO ESTABLISH A NEW PROCEDURE FOR CREATING NON-STANDARD SERVICE DISTRICTS WITHIN THE CITY OF CHARLESTON AND TO AMEND THE ELECTRICAL FRANCHISE AGREEMENT WITH DOMINION ENERGY SOUTH CAROLINA, INC., FORMERLY KNOWN AS SOUTH CAROLINA ELECTRIC & GAS COMPANY, TO PROVIDE FOR AN ADDITIONAL METHOD FOR FUNDING NON-STANDARD SERVICES.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That Division 1 (Generally) of Article VIII (Underground Utility Districts) of Chapter 30 (Utilities) of the Code of the City of Charleston, South Carolina, is hereby amended to read as follows:

ARTICLE VIII. – NON-STANDARD SERVICES

DIVISION 1. – GENERALLY.

Sec. 30-171. – Designation of non-standard service districts.

City Council may from time to time by ordinance designate and extend non-standard service districts and/or provide for non-standard services within the City in accordance with the provisions of this Article.

Sec. 30-172. – Definitions.

“Company” means Dominion Energy South Carolina, Inc., formerly known as South Carolina Electric & Gas Company, as well as the successors and assigns of the Company.

“District” means (1) a specific neighborhood or project within the municipal limits of the City that has been designated by City Council as a non-standard service district according to the provisions of this Article; or (2) a specific neighborhood or project, a portion of which lies within the municipal limits of the City, that has been designated by City Council as a non-standard service district according to the provisions of this Article and for which all other local governments with jurisdiction over properties in the neighborhood or project have entered into an agreement with the
City, under which each local government will contribute its pro rata share to the non-standard service and order the disconnection of existing overhead utilities.


"Fund" means the non-standard service fund established by Section 10 of the Franchise Ordinance, under which the Company and the City each agree to contribute to the fund. The amounts so designated to the fund are to be used exclusively to cover the costs of planning, designing, engineering and constructing non-standard service projects, or otherwise providing non-standard service, within the City. The Company is obligated to undertake the planning, designing, engineering and construction of non-standard service projects only to the extent monies designated to the fund are reasonably projected to be adequate to cover the costs of the projects as they are incurred.

"Non-Standard Service" means the provision of electrical service to existing or new customers of the Company by the use of underground distribution and service lines, the cost of which exceeds the Company’s standard cost of electric distribution service, and where such costs can be recovered through the fund. "Non-Standard Service" also means the use of special equipment, facilities, special landscaping, or the screening of electrical facilities within the municipal limits of the City. "Non-Standard Service" does not include (1) the cost of installation of underground electric distribution lines in new residential subdivisions of the City under terms and conditions customarily applicable with respect to aid to construction payments; or (2) any other service which the Company agrees to provide under the Franchise Ordinance (other than in Section 10 of the Franchise Ordinance).

"Owner" means any person eighteen (18) years of age or older, or the proper legal representative for any person younger than eighteen (18) years of age, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholders, easements, equitable interests, inchoate rights, dower rights, and future interests) and who or which owns, at the date of a petition, at least an undivided one-tenth (1/10) interest in a single parcel of real estate and whose name appears on the county tax records as an owner of such single parcel of real estate.

"Priority List” means the list established and updated by City Council, as described in Sec. 30-173.

Sec. 30-173. – Priority list.

(a) Subject to Sec. 30-173(c), City Council shall, by ordinance, establish, update, and amend a priority list for non-standard service projects and non-standard services, utilizing the manual approved by the Underground Advisory Committee, as prepared and updated by the Mayor or the Mayor’s designee.

(b) Subject to Sec. 30-173(c), in furtherance of the foregoing, City Council may, by resolution, require that the Company undertake the planning, design, engineering, and cost estimating for a
specific area or areas, with the costs of such planning, design, engineering, and cost estimating to be payable from the fund. Within a reasonable time after a resolution from the City, or as soon thereafter as reasonably practicable, the Company shall undertake the planning, design, engineering and cost estimating for the specified area or areas. Notwithstanding the foregoing, the Company shall not be obligated to undertake the planning, design, engineering and cost estimating for a non-standard service project unless the monies then obligated to the fund are reasonably projected to be adequate to cover such costs as they are incurred and the Company shall not be obligated to undertake the planning, design, engineering and cost estimating for more than four (4) projects. For purposes of this definition, the four (4) project limitation shall apply to projects which have not received construction approval by City Council.

(c) The provisions of this Sec. 30-173(c) shall apply notwithstanding any other provision of this Article. The City has received initial petitions for non-standard service projects designated as (1) Ansonborough; (2) Country Club II; (3) Wappoo Heights; (4) South Battery, Tradd Street and a portion of Legare Street; (5) Old Windermere; (6) South Windermere; and (7) a section of Clifford Street (the “Existing Proposed Districts”). With respect to the Existing Proposed Districts, the provisions of Article VIII of Chapter 30 of the City Code, as they existed prior to the effective date of this ordinance, shall continue to apply. The Company shall undertake the planning, design, engineering, and cost estimating for the Existing Proposed Districts in the order in which the City received a petition in compliance with Sec. 30-172(b) of the City Code, as it existed prior to the effective date of this ordinance; provided, however, the Company shall not be obligated to undertake the planning, design, engineering, and cost estimating for more than two (2) Existing Proposed Districts at any given time. The Existing Proposed Districts shall be prioritized for construction purposes in the order in which the City receives a petition in compliance with Sec. 30-172(e) of the City Code, as it existed prior to the effective date of this ordinance. City Council may approve construction in separate, individual phases of an Existing Proposed District for which the planning, design, and engineering has been completed, with construction to proceed for an individual phase upon receipt of a petition for such phase that complies with Sec. 30-172(e) of the City Code, as it existed prior to the effective date of this ordinance.

(d) A petition for an Existing Proposed District may be withdrawn, in which case the Existing Proposed District, or any portion thereof, shall be prioritized as set forth in Sec. 30-173(a).

Sec. 30-174. — Construction.

By ordinance, City Council shall authorize the Company to commence construction of non-standard service projects according to the priority list, as amended or updated by City Council from time-to-time. The Company shall be required to commence construction of non-standard service projects within a district within twelve (12) months of City Council’s adoption of an ordinance authorizing such construction, subject to the Company’s ability to construct more than one (1) project at a time and subject to the amounts present or anticipated in the fund that are reasonably projected to be adequate to cover the costs of the non-standard service projects as they are incurred. Such projects shall be undertaken in advance of amounts being designated to the fund, if monies to be obligated to the fund over the next successive ten-year period are reasonably projected by the Company to be adequate to cover any negative balances and associated finance
and federal and state income tax charges plus a contingency of twenty-five percent (25%). Once commenced, the Company shall carry non-standard service projects to completion.

Sec. 30-175. — Removal of overhead structures or poles; limitations on new installations; adaptation of existing service facilities.

(a) When any street or portion thereof within the City is designated as a district, any person, firm, company or corporation owning or maintaining overhead wires or equipment, associated overhead structures or poles serving the same in such street or portion thereof shall remove such wires and equipment, associated structures and poles prior to or concurrently with the underground placement of non-standard service utilities in the district and shall install same underground concurrently with the underground placement of non-standard service utilities in the district, with the exception of such poles as are necessary to support street lighting, traffic signals and transmission lines above forty-three thousand (43,000) volts.

(b) It shall be unlawful for any person to erect, construct, maintain or use any pole, overhead wires or associated structure within a district, excepting such poles as are necessary to support street lighting, traffic signals, and transmission lines above forty-three thousand (43,000) volts, after the date when such utilities are required to have been removed, or after a reasonable period of time after the designation by City Council of a district or the extension of a district.

(c) All conduits, conductors and associated equipment necessary to receive utility service between service conductors or underground pipe or conduit of the supplying utility and the service facilities to the structure being served shall be provided by the person owning such property. Such required construction shall be accomplished within one hundred eighty (180) days after the installation of the utility’s facilities.

Sec. 30-176. — Notice to utility companies and owners.

Within sixty (60) days after the passage of an ordinance authorizing the Company to commence construction of a non-standard service project within a district, the Clerk of Council shall mail a notice of such action to all affected utilities and all persons owning real estate in the affected area. Such notice shall be directed to the last known address of such utility or owner, as shown on the records of the county assessor. Such notice shall advise owners that overhead wires, poles and associated structures are to be removed, and if such owners or their tenants desire to continue to receive utility service or services, such owners shall at their expense make the necessary modifications to facilities on their property in order to receive such underground service from the utilities’ specified terminal point. If no other changes are made in owner’s facilities, then only that portion being modified to receive underground service shall be upgraded to conform to the City’s electrical code.

Sec. 30-177. — Discontinuance of service to premises for noncompliance.

If the owner does not comply with Sec. 30-175(c) within the time specified therein, the Department of Public Service shall have authority to order disconnection and removal of any and all poles, overhead wires or associated overhead structures supplying utility service to such
property, and the Company shall not be required thereafter to provide service to such premises, until the owner makes the necessary changes.

Sec. 30-178. – Penalty.

Any person violating any provision of this article or failing to comply with any order issued pursuant hereto shall be subject to the penalty provided in section 1-16 of this Code.

Section 2. That Section 10 of Ordinance Number 1996-113, as previously amended, is hereby amended to include a new Section 10.I, to read as follows:

I. Pursuant to Ordinance No. 2021-____, adopted by City Council on ________________, 2021, notwithstanding Section 10.D or other provisions hereof, the City and the Company agree to provide non-standard services and/or establish new districts without assessing a non-standard service fee under the priority list procedure set forth in Ordinance No. 2021-___. In such circumstances, the City shall pay fifty percent (50%) of the costs of the non-standard services and/or the costs of the project within the district from the fund. The Company shall pay the remaining fifty percent (50%) of the costs of the non-standard services and/or the costs of the project from its accrued obligation under Section 10.B. No portion of any non-standard service fee collected by the City shall be used for such services or projects.

Section 3. This ordinance shall become effective upon ratification, with the exception of Section 2, which shall not become effective unless and until accepted, in writing, by the Company within thirty (30) days from the date on which this ordinance is ratified by City Council.

Ratified in City Council this ______ day of ________, in the Year of Our Lord, 2021, and in the 245th Year of the Independence of the United States of America

BY: ____________________________
John J. Tecklenburg, Mayor

ATTEST: ____________________________
Jennifer Cook
Clerk of Council